

Exhibit C-

Part 2

	YES	NO	Don't Know (<i>No Sabe</i>)
31. Do you use tobacco products? (<i>¿Utiliza productos del tabaco?</i>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
(<input type="checkbox"/>) Cigarettes (<i>cigarrillos</i>)			
(<input type="checkbox"/>) Cigars (<i>habanos o puros</i>)			
(<input type="checkbox"/>) Chew smokeless tobacco or dip (<i>masticá tabaco</i>)			
32. Do you drink alcohol? <i>¿Toma alcohol?</i>	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
33. Do you have or have you ever had? <i>¿Tiene o alguna vez ha tenido?</i>			
Cancer (<i>Cáncer</i>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Skin Cancer (<i>Cáncer de la piel</i>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Chicken pox (<i>Varicela</i>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Hepatitis (<i>hepatitis</i>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Measles (<i>Virus</i>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Mumps (<i>Paperas</i>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
Mononucleosis (<i>Mononucleosis</i>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
34. When was your last? (<i>¿Cuándo fue su última?</i>)			
Tetanus shot (<i>inmunización contra el tétano</i>)	Date (<i>fecha</i>) _____	(<input type="checkbox"/>)	
Measles shot (<i>inmunización contra el sarampión</i>)	Date (<i>fecha</i>) _____	(<input type="checkbox"/>)	
MMR shot (<i>inmunización contra las paperas, sarampión y rubéola</i>)	Date (<i>fecha</i>) _____	(<input type="checkbox"/>)	
Chicken Pox vaccine (<i>inmunización contra la varicela</i>)	Date (<i>fecha</i>) _____	(<input type="checkbox"/>)	
Hepatitis A vaccine (<i>la vacuna para la hepatitis A</i>)	Date (<i>fecha</i>) _____	(<input type="checkbox"/>)	
Hepatitis B vaccine (<i>la vacuna para la hepatitis B</i>)	Date (<i>fecha</i>) _____	(<input type="checkbox"/>)	
Polio vaccine (<i>la vacuna para la poliomielitis</i>)	Date (<i>fecha</i>) _____	(<input type="checkbox"/>)	
Dental:			
35. Have you visited a dentist in the last year? <i>¿Ha ido con el dentista durante el último año?</i>	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
36. Do you have problems chewing your food? <i>¿Tiene problemas para masticar sus alimentos?</i>	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
37. Have you been told or do you feel you have gum (periodontal) problems? <i>¿Alguna vez le han dicho o siente usted que tiene problemas de las encías (periodontitis)?</i>	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
38. Do your gums bleed easily? <i>¿Le sangran las encías con facilidad?</i>	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
39. Do you have pain or clicking in your jaw joint when chewing? <i>¿Tiene dolor o ruido en la articulación de la mandíbula al masticar?</i>	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)
40. Do you grind your teeth? <i>¿Rechina los dientes?</i>	(<input type="checkbox"/>)	(<input type="checkbox"/>)	(<input type="checkbox"/>)

Explain "yes" answers here (*Explique aquí las respuestas "sí"*):

Waiver section

Player represents that all information provided by him in this report is correct to the best of his knowledge.

El jugador afirma que toda la información que proporcionó en este reporte es correcta hasta donde él sabe.

Player's signature (*Firma del jugador*): _____

Date (*Fecha*): _____

Initial Orthopedic History Examination
Examen Inicial de Historial Ortopédico

Organization (Organización): _____

Name (Nombre): _____ **Date of Birth (Fecha de Nac.):** _____

Position: _____ **Bats:** _____ **Throws:** _____ **Date of exam:** _____
(Posición) (Al) bat (Lanzamientos) (Fecha del examen)

1. Have you ever had surgery?
¿Alguna vez ha tenido una operación?
Yes (Sí) _____ No _____

Type of Operation _____ **Date** _____ **Hospital / City** _____ **Physician** _____
(Tipo de Operación) (Fecha) (Hospital / Ciudad) (Médico)

2. If yes to question number one, what was the length of time from surgery until you reached your pre-injury competitive level?
Si contestó "sí" a la pregunta uno, ¿cuánto tiempo transcurrió desde el momento de la operación hasta que volvió a llegar a su nivel competitivo anterior a la operación?

3. Have you ever had an MRI, CT scan, bone scan or arthrogram? Yes (Sí) _____ No _____
¿Alguna vez tuvo un examen de imagen de resonancia magnética, tomografía, escáner de los huesos o artrograma?

Test _____ **Date** _____ **Reason** _____
(Prueba) (Fecha) (Razón)

4. List any injuries, symptoms or illnesses that have ever caused you to miss playing time:
Enumere todas las lesiones, síntomas o enfermedades que le hayan causado perder tiempo de juego:

5. List any treatments (therapy, injections, chiropractic care, medications, etc.) that you have had for any injuries, symptoms or illnesses:
Enumere todos los tratamientos (terapia, inyecciones, atención quiropráctica, medicamentos, etc.) que haya tenido a causa de lesiones, síntomas o enfermedades:

6. Are you presently free of all symptoms, injury, illness or discomfort?
¿Está totalmente libre en este momento de cualquier síntoma, lesión, enfermedad o molestia?

Yes (Si) _____ No _____

If "no," please explain:
De ser "no," favor de explicar:

7. Are you currently physically able to perform all of the duties required in Professional Baseball?
¿Es capaz físicamente en este momento de desempeñar todos los deberes que se requieren en el béisbol profesional?

Yes (Si) _____ No _____

If "no," please explain:
De ser "no," favor de explicar:

WAIVER SECTION

Player represents that all information provided by him in this report is correct to the best of his knowledge.

El jugador afirma que toda la información que proporcionó en este reporte es correcta hasta donde él sabe.

Player's signature (Firma del jugador): _____

Date (Fecha): _____

Orthopedic Ailments Checklist

Lista de Verificación de Dolencias Ortopédicas

Have you ever had any of the following?
¿Alguna vez ha tenido alguna de las siguientes dolencias?

Select all that apply (Seleccione todas las que se apliquen):

NECK – Cervical Spine (CUELLO – Espina cervical)

- Fracture (Fractura)
- Facet Joint Problem (Probl. en la articulación de la carilla)
- Stenosis (Estenosis)
- Disk injury / Disease (Lesión/ Enferm. del disco)
- Nerve Injury (Lesión del nervio)
- Muscle Strain (Distensión muscular)
- Muscle Spasm (Espasmo muscular)
- Undiagnosed Pain (Dolor sin diagnóstico)

Identify Symptoms (Identifique los síntomas):

ms (Identifique los síntomas):

Other (Otro):

Identify (Identifique):

Yes (Sí)	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)
No				

UPPER BACK – Thoracic Spine (Espalda Alta – Espina toráxica)

- Fracture (Fractura)
- Facet Joint Problem (Probl. en la articulación de la carilla)
- Stenosis (Estenosis)
- Disk injury / Disease (Lesión/ Enferm. del disco)
- Nerve Injury (Lesión del nervio)
- Muscle Strain (Distensión muscular)
- Muscle Spasm (Espirasmo muscular)
- Epidural Injection (Inyección epidural)
- Undiagnosed Pain (Dolor sin diagnóstico)

Dolor sin diagnóstico)

other (Otro):

Orthopedic Ailments Checklist
Lista de Verificación de Dolencias Ortopédicas

	<input type="checkbox"/> Yes (Sí)	<input type="checkbox"/> No	<input type="checkbox"/> Currently (Ahora)	<input type="checkbox"/> Past Year (Último Año)	<input type="checkbox"/> Past 5 Years (Últ. 5 años)	<input type="checkbox"/> Pre-Puberty (Pre-Pubertad)
LOWER BACK – Lumbar Spine (Espina Dorsal Baja – Área Lumbar)						
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Facet Joint Problem (Probl. en la articulación de la carilla)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stenosis (Estenosis)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spinal Fusion (Fusión de la espina)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scoliosis (Escoliosis)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disk injury / Disease (Lesión/ Enferm. del disco)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nerve Injury (Lesión del nervio)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sciatic Nerve Injury (Lesión del nervio ciático)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Muscle Strain (Distensión muscular)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Muscle Spasm (Espasmo muscular)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Epidural Injection (Inyección epidural)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify Symptoms (Identifique los síntomas):						
Other (Otro):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify (Identifique):						
SACRUM (Sacro)						
Fracture (Fractura)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contusion (Contusión)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Otro):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Identify (Identifique):						

Orthopedic Ailments Checklist
Lista de Verificación de Dolencias Ortopédicas

	Yes (Sí)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Prec Puberty (Pre-Puberdad)	Right (Der.)	Left (Izq.)
SHOULDER (Hombro)								
Dominance (Dominancia)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fracture (Fractura)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Separation (Separación)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Dislocation (Descolocación)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Subluxation (Subluxación)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Labrum Injury (Lesión del borde)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bicep Tendon Injury (Lesión del tendón del biceps)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Rotator Cuff Tendonitis (Tendonitis del manguillo rotador)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Rotator Cuff Tear (Desgarre del manguillo rotador)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Impingement Syndrome (Síndrome de compresión)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bursitis (Bursitis)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Nerve Injury (Lesión del nervio)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Injection (Inyección)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Surgery (Cirugía)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identify (Identifique):								
UPPER ARM (Parte superior del brazo)								
Fracture (Fractura)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Calcium Deposits (Depósitos de calcio)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other (Otro):	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identify (Identifique):								
ELBOW (Codo)								
Fracture (Fractura)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Dislocation (Descolocación)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bone Spurs (Protuberancias óseas)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Loose Bodies (Fragmentos sueltos)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Inflammation (Inflamación)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Radial Nerve Injury (Lesión del nervio radial)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Ulnar Nerve (Lesión del nervio ulnar)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Ulnar Coll. Lig. Injury (Lesión del ligamento coll. Ulnar)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Muscle Injury (Lesión muscular)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Flexion Contracture (Contracción de flexión)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Orthopedic Ailments Checklist
Lista de Verificación de Dolencias Ortopédicas

ELBOW (cont'd) Codo (sigue)

Injection (Inyección)
 Surgery (Cirugía)
 Undiagnosed Pain (Dolor sin diagnóstico)
 Identify Symptoms (Identifique los síntomas):

	Yes (Sí)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-adolescencia)	Right (Der.)	Left (Izq.)
Injection (Inyección)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Surgery (Cirugía)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identify Symptoms (Identifique los síntomas):								
Other (Otro):	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Identify (Identifique):								

LOWER ARM, HAND & WRIST (Parte baja del brazo, mano, muñeca)

Fracture (Fractura)
 Fracture Navicular (Fractura navicular)
 Nerve Injury (Lesión del nervio)
 Ligament Injury-Sprain (Lesión-Distensión del ligamento)
 Muscle Injury-Sprain (Lesión-Distensión del músculo)
 Carpal Tunnel Syndrome (Síndrome del túnel carpiano)
 Ganglions (Ganglios)
 Injection (Inyección)
 Surgery (Cirugía)
 Undiagnosed (Pain Dolor sin diagnóstico)
 Identify Symptoms (identifique los síntomas):

Fracture (Fractura)	<input type="radio"/>							
Fracture Navicular (Fractura navicular)	<input type="radio"/>							
Nerve Injury (Lesión del nervio)	<input type="radio"/>							
Ligament Injury-Sprain (Lesión-Distensión del ligamento)	<input type="radio"/>							
Muscle Injury-Sprain (Lesión-Distensión del músculo)	<input type="radio"/>							
Carpal Tunnel Syndrome (Síndrome del túnel carpiano)	<input type="radio"/>							
Ganglions (Ganglios)	<input type="radio"/>							
Injection (Inyección)	<input type="radio"/>							
Surgery (Cirugía)	<input type="radio"/>							
Undiagnosed (Pain Dolor sin diagnóstico)	<input type="radio"/>							
Identify Symptoms (identifique los síntomas):								

TFCC Injury (Lesión TFCC)

Hamate Fracture (Fractura de hueso en gancho)

Other (Otro):

Identify (Identifique):

TFCC Injury (Lesión TFCC)	<input type="radio"/>							
Hamate Fracture (Fractura de hueso en gancho)	<input type="radio"/>							
Other (Otro):	<input type="radio"/>							
Identify (Identifique):								

PELVIS & HIPS (Pelvis y caderas)

Fracture (Fractura)
 Pubis Inflammation (Inflamación del pubis)
 Hip Pointers (Huesos en punta de las caderas)
 Groin Muscle Strain (Distensión muscular de la ingle)
 Iliopsoas Restriction (Restricción muscular iliopsoas)
 Injections (Inyecciones)
 Surgery (Cirugía)
 Undiagnosed Pain (Dolor sin diagnóstico)
 Identify Symptoms (Identifique los síntomas):

Fracture (Fractura)	<input type="radio"/>							
Pubis Inflammation (Inflamación del pubis)	<input type="radio"/>							
Hip Pointers (Huesos en punta de las caderas)	<input type="radio"/>							
Groin Muscle Strain (Distensión muscular de la ingle)	<input type="radio"/>							
Iliopsoas Restriction (Restricción muscular iliopsoas)	<input type="radio"/>							
Injections (Inyecciones)	<input type="radio"/>							
Surgery (Cirugía)	<input type="radio"/>							
Undiagnosed Pain (Dolor sin diagnóstico)	<input type="radio"/>							
Identify Symptoms (Identifique los síntomas):								

Other (Otro):

Identify (Identifique):

Orthopedic Ailments Checklist

Lista de Verificación de Dolencias Ortopédicas

Orthopedic Ailments Checklist
Lista de Verificación de Dolencias Ortopédicas

KNEE (cont'd) Rodilla (sigue)

Surgery (Cirugía):
 Anterior Cruciate Ligament (Ligamento anterior cruciforme)
 Meniscus (Meniscos)
 Patellofemoral (Patelofemoral)
 Multiple Surgeries (Cirugías múltiples)
 Articular Cartilage Injury
 Other (Otro):
 Identify (Identifique):

	Yes (Sí)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Adolescencia)	Right (Der.)
Surgery (Cirugía):	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○
Anterior Cruciate Ligament (Ligamento anterior cruciforme)							
Meniscus (Meniscos)							
Patellofemoral (Patelofemoral)							
Multiple Surgeries (Cirugías múltiples)							
Articular Cartilage Injury							
Other (Otro):							
Identify (Identifique):							

LOWER LEG (Parte inferior de la pierna)

Fracture (Fractura)
 Calcium Deposits (Depósitos de calcio)
 Muscle Injury (Lesión muscular)
 Compartment Syndrome (Síndrome compartimental)
 Infection (Infección)
 Undiagnosed Pain (Dolor sin diagnóstico)
 Identify Symptoms (Identifique los síntomas):

Fracture (Fractura)	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○
Calcium Deposits (Depósitos de calcio)							
Muscle Injury (Lesión muscular)							
Compartment Syndrome (Síndrome compartimental)							
Infection (Infección)							
Undiagnosed Pain (Dolor sin diagnóstico)							
Identify Symptoms (Identifique los síntomas):							

Other (Otro):

Identify (Identifique):

Other (Otro):	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○
Identify (Identifique):							

ANKLE (Tobillo)

Fracture (Fractura)
 Multiple Fractures (Fracturas múltiples)
 Dislocation (Deslocación Lesión del nervio)
 Nerve Injury (Lesión del nervio)
 Muscle Injury (Lesión muscular)
 Achilles Tendon Injury (Lesión del tendón de Aquiles)
 Ligament Injury-Sprain (Lesión/Distensión del ligamento)
 Multi. Lig. Injury-Sprain (Lesión/Dist. de ligamentos múlt.)
 High Ankle Sprain (Distensión en parte alta del tobillo)
 Injection (Inyección)
 Surgery (Cirugía)
 Undiagnosed Pain (Dolor sin diagnóstico)
 Identify Symptoms (Identifique los síntomas):

Fracture (Fractura)	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○	○ ○ ○ ○ ○ ○ ○ ○
Multiple Fractures (Fracturas múltiples)							
Dislocation (Deslocación Lesión del nervio)							
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Injection (Inyección)							
Surgery (Cirugía)							
Undiagnosed Pain (Dolor sin diagnóstico)							
Identify Symptoms (Identifique los síntomas):							

Other (Otro):

Identify (Identifique):

Orthopedic Ailments Checklist
Lista de Verificación de Dolencias Ortopédicas

FEET & TOES (Pies y dedos de los pies)

- Fracture (Fractura)
- Multi. Fractures (Fracturas múltiples)
- Dislocation (Desplazamiento)
- Heel Pain (Dolor en el talón)
- Plantar Fasciitis (Fascitis de la planta)
- Mid. Foot Injury (Lesión parte media del pie)
- Fore Foot Injury (Lesión parte delantera del pie)
- Turf Toe (Lastimadura de los dedos del pie)
- Nerve Injury (Lesión del nervio)
- Infection (Infección)
- Injection (Inyección)
- Surgery (Cirugía)
- Undiagnosed Pain (Dolor sin diagnóstico)

Identify Symptoms (Identifique los síntomas):

Other (Otro):

Identify (Identifique):

Yes (Sí)	No	Currently (Ahora)	Past Year (Último Año)	Past 5 Years (Últ. 5 años)	Pre-Puberty (Pre-Pubertad)	Right (Der.)	Left (Izq.)
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Orthopedic Ailments Checklist

Lista de Verificación de Dolencias Ortopédicas

ATTACHMENT 7

David M. Prouty, Esquire
Chief Labor Counsel
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Re: Charitable Contributions

Dear David:

I am writing to confirm certain understandings we have reached with respect to special covenants in Uniform Player's Contract ("UPC") that provide for player contributions to charities that are affiliated with the Club.

Players and Clubs may only include special covenants in UPCs executed after the date of this Agreement that require a Player to make a contribution to a Club's charitable foundation or charity if each of the following criteria is met:

1. The UPC is for a Player who has Major League service at or above the threshold for obtaining arbitration eligibility under Article VI(E) in the prior season;
2. The UPC is "guaranteed" and covers more than one season, not including any option years;
3. The special covenant provides for a maximum annual charitable contribution of 1% of the Player's annual salary or such other amount up to a maximum aggregate contribution over the term of the contract of 1% of the player's total guaranteed salary;
4. The special covenant provides the Player with the option of funding the contribution to the charitable foundation through a payroll deduction, personal check, or some other mutually acceptable payment method;
5. The special covenant provides that 50% of the annual Player contribution be directed to the Club's charitable foundation for use at the foundation's discretion, and that the other 50% be directed to the Club's charitable foundation for distribution to charities to be

mutually agreed upon by the Player and the Club, with the understanding that the majority of the latter contribution will be allocated to charities within the metropolitan area of the Club absent an agreement otherwise;

6. The special covenant, including any obligation on behalf of the Player to make a charitable contribution that has not yet accrued, will have no force and effect if the Player's UPC is assigned to another Major League Club; and
7. The charitable contribution special covenant(s) was negotiated on an individual basis and is not part of an across-the-board Club or Commissioner's Office policy requiring all eligible players to make charitable contributions.

A special covenant providing for a charitable contribution may be considered by the Arbitration Panel in any grievance involving a determination of whether a Player has complied with his obligations under paragraph 3(b) of his UPC.

A Club will supply to any player who has made, or is scheduled to make, a contractually-required charitable contribution to a Club-sponsored foundation or charity, an annual accounting of the uses of his contributions and the most recent audit report for the foundation or charity.

With respect to any Major League contracts that contain a charitable contribution provision and were signed prior to the effective date of the new Basic Agreement, the terms of the January 15, 2010 settlement agreement shall continue to govern.

Very truly yours,

Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 8

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

The Players Association has consistently maintained that a centralized effort by the Office of the Commissioner and/or the Clubs to reduce the number of Major League Clubs is a mandatory subject of bargaining under the National Labor Relations Act (“NLRA”). The Clubs, on the other hand, have consistently taken the position that such action is a permissive subject of bargaining under the NLRA. Without resolving this difference of opinion, the Parties have reached certain agreements on this topic during the negotiations over a successor Basic Agreement. Those agreements are reflected in Article XV(H) (Future Contraction) of the new Basic Agreement. The Parties agree, by this letter, that their agreement on this topic and the bargaining that preceded it shall not be used by either party as evidence that the topic is or is not a mandatory subject of bargaining in any subsequent litigation, including any grievance or NLRB proceeding.

Very truly yours,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 9

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Re: Central Tender Letter

Dear Michael:

Pursuant to Article XX(A) of the Basic Agreement and paragraph 10(a) of the Uniform Player's Contract ("UPC"), the Clubs hereby tender contracts to the following players for the term of the next year as follows:

CLUB

<i>Player Name</i>	<i>Salary For Major League Service</i>	<i>Performance Bonuses</i>	<i>Salary For Minor League Service</i>	<i>Other</i>
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[See Exhibit 1 hereto]

Accordingly, the following players have not been tendered contracts for the term of the next year:

CLUB

Player Name

[See Exhibit 2 hereto]

Finally, Exhibit 3 provides the addresses of the Players who were promoted to a Major League roster for the first time this November and of those Players who, according to our records, do not have a certified Player Agent.

Sincerely,

Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 10

This will set forth the understanding of the Parties regarding the last paragraph of Article XX(A) of the Basic Agreement and, specifically, the exercise of free agency rights by Players on the Restricted, Suspended, Disqualified, Ineligible, Voluntarily Retired or Military Lists:

1. A Player who properly has been placed on the Restricted List, or who properly has been placed on the Disqualified List for failure to render his services to his Club, shall be eligible to become a free agent as provided in Article XX, if otherwise qualified as set forth therein. Upon becoming a free agent, such Player shall automatically be removed from the Restricted or Disqualified List and reinstated to active status. Notwithstanding the foregoing, a Player who properly has been placed on the Restricted List for a violation of the Joint Drug Program shall be eligible to become a free agent as provided in Article XX, if otherwise qualified as set forth therein, but shall remain on the Restricted List until he completes his suspension.
2. A Player who properly has been placed on the Disqualified List for a reason other than that stated in paragraph 1 above, or who properly has been placed on the Suspended, Ineligible, Voluntarily Retired or Military List, shall also be eligible to become a free agent as provided in Article XX, but he shall not be eligible to sign or play with a new Club until removed from such List and reinstated to active status.

ATTACHMENT 11

This will set forth the understanding of the Parties regarding Article XX(A) of the Basic Agreement and, specifically, the obligations of Clubs to tender Contracts to and renew Major League Contracts of Players on the Restricted, Suspended, Disqualified, Ineligible, Voluntarily Retired or Military Lists:

1. The Clubs' obligations to tender and renew Contracts, as set forth in paragraph 10(a) of the Uniform Player's Contract, shall apply with regard to any Player who, at the applicable time, is on a Restricted List, or is on a Disqualified List for failure to render his services to his Club. Should a Club fail to so tender or renew a Contract, the Player shall become a free agent without any restrictions or qualifications, and he automatically shall be removed from the Restricted or Disqualified List. Notwithstanding the foregoing, a Player who properly has been placed on the Restricted List for a violation of the Joint Drug Program shall be eligible to become a free agent as provided in Article XX, if otherwise qualified as set forth therein, but shall remain on the Restricted List until he completes his suspension.
2. With regard to any Player who is on the Disqualified List for a reason other than that stated in paragraph 1 above, or is on the Suspended, Ineligible, Voluntarily Retired or Military List, the Club shall not be obligated to tender or renew a Contract until the Player is removed from such List and reinstated to active status. If a Player is removed from such List during a period beginning 10 days prior to the tender date set forth in Article XX(A) and extending through the next championship season, the Club shall tender a Contract to him within 10 days following such removal. Thereafter, should the Club and the Player fail to agree upon the terms of a new Contract within 10 days after the Player's receipt of the tendered contract, the Club shall be obligated, within the next 5 days, to renew the Player's prior Major League Contract; provided, however, that if the tender is made during the period beginning 10 days prior to the tender date set forth in Article XX(A) and ending on the next March 1, the renewal period shall be as set forth in paragraph 10(a) of the Uniform Player's Contract. Should a Club fail to tender or renew a Contract as provided in this paragraph, the Player shall become a free agent without any restrictions or qualifications.

ATTACHMENT 12

This will set forth the understanding of the Parties regarding Article XX(A), of the Basic Agreement:

With respect to a Minor League Player with no existing Major League Contract, whose Minor League contract has been assigned to a Major League Club, it is understood that the placing of such a Player on the Major League Club's Active Reserve List (40-man Roster) and the tendering to such a Player of a Major League Contract without the necessity of renewing the Minor League contract will provide the Major League Club with reservation rights to such a Player. Thus, such a Player will not become a free agent under Article XX(A)(2)(d), which provides that a Player will become a free agent if his Club fails to exercise its contract renewal rights, there being no prior Major League Contract to renew.

ATTACHMENT 13

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Re: Information Bank

Dear Michael:

This is to confirm our understanding that during the term of this Agreement the Clubs will not operate an Information Bank with respect to free agents.

Sincerely,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 14

CONFIDENTIALITY AGREEMENT

WHEREAS, the Major League Baseball Players Association (“the Association”) and the 30 Major League Clubs (“the Clubs”) have agreed that certain financial information in the possession of the Clubs is relevant to compliance with the Basic Agreement; and

WHEREAS, the Association and the Clubs have previously been parties to Confidentiality Agreements under which the Association has generally restricted access to Documents (as defined below in paragraph 1) only to individuals involved in particular projects (such as the litigation of the collusion cases and the 1985, 1990, 1994-1997, 2002, 2006, and 2011 collective bargaining negotiations);

Now, THEREFORE, the Clubs and the Association hereby agree as follows:

1. Any documents pertaining to Club finances provided by the Clubs in whatever form (including electronic records) to the Association pursuant to the new Basic Agreement, including actual and projected revenue and expense data for individual Clubs, Club financial questionnaires and individual Club financial statements, industry consolidations of data (including the combined Financial Information Questionnaire), copies of the new national network, cable and radio agreements, and estimated interim or final revenue sharing net payments and net receipts, will be referred to as “Documents” or “the Documents.” All notes, studies, analyses and other internal work product prepared by or for the Association, based in whole or in part on the Documents, will be referred to as “the Work Product.”
2. The Association acknowledges that the Clubs consider the Work Product to have elements of confidentiality about it. Accordingly, the Association will act reasonably and responsibly and with due regard for the privacy interests of the Clubs in making reports or communicating with its membership and the public regarding the Work Product.
3. The Documents will be deemed to be confidential subject to the provisions of this Agreement, and the Association shall take steps to protect the Documents in the same manner as the docu-

ments received under prior Confidentiality Agreements or stipulations between the parties.

4. The Documents will be used solely for the purpose of determining compliance with the new Basic Agreement and not for any other purpose whatsoever, including but not limited to any individual Player contract negotiations and in connection with any grievance not involving compliance with Article XXIV of the new Basic Agreement.

5. The Documents may be disclosed only to the following persons:

(a) outside attorneys retained in connection with determining compliance with the new Basic Agreement and their associated lawyers, legal assistants, secretarial and clerical personnel who are engaged in assisting them;

(b) the Association staff;

(c) outside experts, including economists, statisticians, accountants and their clerical assistants who are engaged in assisting the Association in connection with determining compliance with the new Basic Agreement; and

(d) individual Players and their agents, to the extent deemed necessary by the Association, in connection with its role as the collective bargaining representative.

6. The Association will establish appropriate procedures to maintain orderly control over the Documents when in use by the Association staff, outside attorneys, outside experts and individual Players and their agents. The Association will only give photocopies of the Documents to those described in paragraph 5 above to the extent necessary for the purpose of determining compliance with the new Basic Agreement and will maintain a record of any such photocopies. Any person described in paragraph 5 above who receives from the Association photocopies of any of the Documents will execute an Acknowledgment, a copy of which is attached as Exhibit 1.

7. The Documents and all photocopies thereof shall be returned to the Clubs within 30 days after a successor Basic Agreement to the new Basic Agreement is executed by the Clubs and the Association,

along with a written representation that no copies have been retained. The Association shall be entitled to retain all Work Product.

MAJOR LEAGUE BASEBALL
PLAYERS ASSOCIATION

By: _____
Michael S. Weiner

Date: _____

OFFICE OF THE COMMISSIONER

By: _____
Robert D. Manfred, Jr.

Date: _____

EXHIBIT 1

ACKNOWLEDGMENT

The Major League Baseball Players Association and the Major League Clubs have agreed that information such as that enclosed herewith is to be considered confidential, consistent with the Confidentiality Agreement executed by them, and shall be used solely for the purpose of determining compliance with the new Basic Agreement and not for any other purpose whatsoever. A copy of the Confidentiality Agreement is also enclosed herewith.

The undersigned hereby acknowledges that he/she has read the Confidentiality Agreement and agrees to be bound by these confidentiality provisions.

Date: _____

ATTACHMENT 15

David M. Prouty, Esquire
Chief Labor Counsel
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Dear David:

The purpose of this letter is to confirm our understanding that during the period between the end of the championship season and the conclusion of a Club's participation in the post-season, players on the 40-man roster of that Club or players whose existing Major League contracts were assigned outright from a Major League roster may be directed by the Club to work out at the Club's spring training facility, or may voluntarily agree to work out at that facility with the consent of the Club, provided such players are potentially eligible to participate in the post-season under Major League Rule 40(a) and were not included on the relevant post-season roster. Such players shall receive first-class jet air and hotel accommodations in accordance with Article VII(A)(1), the full in-season meal and tip allowance under Article VII(B)(1), and reimbursement for the cost of a mid-size rental car in accordance with Article VII(G)(7). The allowances provided to players who end the Minor League season on an optional assignment, and who voluntarily report to the Club's spring training facility for all or part of the remainder of the championship season, will be governed by the past practices of the individual Clubs.

Very truly yours,

Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 16

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Re: Home Run Derby

Dear Michael:

This letter confirms the parties' understandings regarding the Home Run Derby.

1. The Office of the Commissioner may utilize either the "captain" format (as it did in 2011), or the "traditional" format in which it asks specific players to compete in the event on behalf of their leagues (as it did in 2010 and prior years). In the event the Office of the Commissioner desires to utilize another format, or modify the "captain" or "traditional" format in a manner that impacts terms and conditions of player employment, it will propose such method to the Union prior to May 1 of any year, and reach agreement with the Union on the method before it is implemented.
2. If the Office of the Commissioner elects to utilize the "captain" format, it will adhere to the following process:
 - (a) The Office of the Commissioner will notify the Union that the "captain" format will be used by June 1.
 - (b) The Office of the Commissioner will obtain the Union's consent for its choices of captains, which consent shall not be unreasonably withheld. The Office of the Commissioner will not contact any players until the Union consents to the choice of captains.
 - (c) The Office of the Commissioner and the Players Association will conduct a joint call with each captain to discuss the factors that the captain should consider when selecting his teammates, including current season home run leaders; prior success in the Home Run Derby; the location of the game; whether the player has been, or is likely to be, selected as an

All-Star; the player's home run totals in prior seasons; recent milestone achievements by the player; and the player's popularity. A captain may not select more than one player from his current Club.

- (d) The final decision on the composition of each Home Run Derby team will be vested with the respective captains unless the parties both agree to deviate from a captain's selections for good cause.

Please acknowledge your agreement to the above terms by signing below.

Very truly yours,

Daniel R. Halem

AGREED TO:

Major League Baseball
Players Association

Michael S. Weiner

ATTACHMENT 17

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

This letter is to confirm our understanding that Major League Baseball will make available its resident security agents to meet with a designated player representative and a Club representative for each of the Clubs to discuss certain issues related to family security at the ball-parks, including but not limited to, player and family parking, family seating and security and family rooms.

Moreover, the Players Association will provide to the Office of the Commissioner in writing by no later than April 15, 2012 any concerns that it has with respect to the parking facilities made available to players' families at particular stadiums. The Office of the Commissioner agrees to confer with the Players Association and to make a good faith effort to reasonably address those concerns with the particular Clubs.

Sincerely,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 18

**AUTHORIZATION FOR THE USE AND/OR
DISCLOSURE OF MAJOR LEAGUE PLAYER
HEALTH INFORMATION**

I authorize the use and/or disclosure of my health information as provided for below:

1. This authorization applies to all health information about me that is now (or, during the period covered by this authorization, may be) in the possession, custody or control of the persons or entities (or classes of persons or entities) identified in Paragraph 2 below. As used hereafter in this authorization, “health information” shall mean my entire health or medical record, including, but not limited to, all information relating to any injury, sickness, disease, mental health condition, physical condition, medical history, medical or clinical status, diagnosis, treatment or prognosis, including without limitation clinical notes, test results, laboratory reports, x-rays and diagnostic imaging results, but does not mean any health or medical records or any test results, if any, deriving from Major League Baseball’s Joint Drug Prevention and Treatment Program.

2. I authorize the following persons and entities (or classes of persons and entities) to use and/or disclose (to the individuals specified in paragraph 3 below) any of the health information about me that is (or, during the period covered by this authorization, may be) in their possession, custody or control for the purposes described in paragraph 3 below: All health care providers (including but not limited to **[add Club orthopedist and medical internist]**, other physicians, psychologists, laboratories, clinics, Club Certified Athletic Trainers, and employee assistance professionals) with whom I have consulted pursuant to my Uniform Player’s Contract (“UPC”), the Basic Agreement, or for a work-related disability, injury, illness or condition.

3. I authorize the persons and entities (or classes of persons and entities) described in paragraph 2 to disclose any of the health information about me that is (or, during the period covered by this authorization, may be) in their possession, custody or control, for any purpose relating to my employment as a player for the Club, including, but not limited to, the purposes set forth in Article XIII(G) of the Basic

Agreement and Paragraph 6(b) my UPC, both of which are incorporated herein by reference, to the Owner, President, General Manager, Assistant General Manager, Field Manager, Physicians and such medical personnel as they may designate, Certified Athletic Trainer, Assistant Certified Athletic Trainer, Club Rehabilitation Coordinator, In-House Counsel, Risk Manager and Workers Compensation Coordinator of the Club or Clubs for which I have agreed (or may agree) to render playing services during the period covered by this authorization and, subject to Article XIII(G)(5) of the Basic Agreement, the Office of the Commissioner. In the event my UPC is optioned to a minor league affiliate of the Club, I also authorize, during the period of my optional assignment, the disclosure of health information to the Club's Farm Director and to the minor league affiliate's Field Manager, Physicians and such medical personnel as they may designate, and Certified Athletic Trainer and Assistant Certified Athletic Trainer. In the event of any contemplated assignment of my UPC to another Club or Clubs, I authorize, subject to Paragraph 6(b)(2) of that UPC, disclosure of my health information to the physicians and officials (including, but not limited to, Certified Athletic Trainers) of such other Club or Clubs.

4. In addition to the disclosure permitted in Paragraph 3 above, I also authorize any health care provider with whom I have consulted pursuant to Major League Baseball's Joint Drug Prevention and Treatment Program ("Program") to disclose to members of the Treatment Board health information about me (including, but not limited to, drug test results) that is (or, during the period covered by this authorization may be) in their possession, custody or control. It is my understanding that the Treatment Board may only disclose this information pursuant to the provisions set forth in Section 7 of the Program.

5. My agreement herein is expressly conditioned upon the limited nature of the disclosures authorized. The disclosure of health information pursuant to this authorization is solely for the purposes specified in this authorization. The health information may not be disclosed to any person or entity other than those specified herein without my express written consent. The health information may not be utilized for any purpose other than that specified herein without my express written consent. No person to whom or entity to which health information is disclosed may re-disclose such information for any purpose other than those specified herein, without my express written

consent. This authorization is further conditioned upon the express understanding that neither the Major League Club to which I am under contract nor any other Major League Club will assert that the disclosure of health information pursuant to this authorization other than for the limited purposes specified herein constitutes a waiver of any right to privacy or confidentiality with respect to that medical information under federal or state law, or any regulation.

6. I acknowledge that HIPAA may not prevent the recipients of medical information pursuant to Paragraph 3 above from re-disclosing that information. However, under Paragraph 6(b) of the UPC, these recipients may not disclose that information to any other person other than as provided therein without my express written consent. I also acknowledge that Club Certified Athletic Trainers may not be considered as bound by HIPAA's restrictions on disclosure of health information. Nothing in these acknowledgements or this authorization shall be considered as a waiver of any rights to privacy or nondisclosure of health information that I may have under the Basic Agreement, the UPC, any state law (which is not preempted by HIPAA), or any other federal law that are not expressly waived by the disclosures permitted herein.

7. I understand that my refusal to sign this authorization will not affect my ability to obtain treatment from insert name of Club physician. I acknowledge, however, that, pursuant to Paragraph 6(b) and Regulation 2 of the UPC to which I am (or, during the period covered by this authorization, may be) a party, I have agreed that I will furnish and that insert name of Club physician and others may furnish to the Club(s) referred to in Paragraph 6(b) and/or Regulation 2 all relevant medical information relating to me, and further that my refusal to authorize the furnishing of such information as provided for by Paragraph 6(b) and/or Regulation 2 of my UPC may constitute a breach of that contract.

8. I understand that I have the right to revoke this authorization at any time, but that my revocation will not be effective to the extent that any of the persons or entities (or classes of persons or entities) I have authorized to use and/or disclose my health information have acted in reliance upon this authorization. My revocation must be in writing and be sent to insert name and address of Club physician. I further understand that my right to revoke this authorization shall not

serve to excuse any failure on my part to comply with the provisions of any UPC to which I am (or, during the period covered by this authorization, may be) a party, or any other agreement that may govern the terms and conditions of my employment as a player for a Major League Baseball Club.

9. This authorization expires one year from the date it is signed, unless previously revoked.

10. I acknowledge that I have received a copy of this authorization.

Player Signature

Date

Player Printed Name

Witness Signature

Date

Witness Printed Name

ATTACHMENT 19

UNIFORM REGULATIONS

A. Uniform Dress Policy

These Regulations are intended to supplement the provisions of Official Baseball Rule 1.11. In accordance therewith, all Players are required to be in uniform and to wear only Club-issued apparel, outerwear, and equipment during games (on the field, in the dugout, and in the bullpen). All Players are required to wear only Club-issued apparel, outerwear, and equipment while on the field during batting practice and while in any in-stadium interview room up to 30 minutes following games. All Players, including those who are not playing (e.g., on the bench or in the bullpen), are required to wear uniforms, including the uniform top, during games. No alterations, writing or illustrations, other than as authorized herein, are to be made to any part of the uniform. In furtherance of these policies, the following regulations shall apply.

B. Pants

1. Straps may not be attached to the bottom of the pants.
2. Shoes may not be laced through the pants.
3. The elastic string may not be completely removed from the bottom of the pants.
4. The bottom of the pants may not be cut. Players wishing to relax the elastic string must do so from inside the pants.
5. Pants may not extend below the top of the heel of spikes.
6. Pants may not be so baggy or otherwise sized or worn in such a manner that may, in the umpire's judgment, interfere with the umpire's ability to make calls or provide the Player with a competitive advantage.
7. Pants pockets may not intentionally be untucked.

8. Every effort will be made to replace, in a timely fashion, pants torn during the game.

C. Jerseys

1. Jerseys, including sleeves, may not be so baggy or otherwise sized or worn in a manner which may, in the umpire's judgment, interfere with the umpire's ability to make calls or provide the Player with a competitive advantage.
2. Sleeve length may not extend below the elbow.
3. Sleeves may not be cut.
4. Jerseys may not be unbuttoned below the bottom of the Club logo.
5. Jerseys may not intentionally be untucked.
6. Under no circumstances may a jersey be ordered at or altered to a length where it cannot properly be tucked in.
7. A Player will not be permitted to change his jersey number even if such request is approved by his Club unless the request was received by the Office of the Commissioner no later than July 31st of the year preceding the championship season in which the jersey number change would take effect. Notwithstanding the foregoing, the Office of the Commissioner will not deny a request to change a Player's jersey number even when the requisite notice was not provided if: (a) the Player changed Clubs following the notification deadline; or (b) the Player (or someone on his behalf) purchases the existing finished goods inventory of apparel containing the Player's jersey number that is held on hand by the then-current authorized apparel licensee(s).

D. Undershirts

1. When any portion of a Player's undershirt is visible, the Player may only wear an undershirt that is in the Club's primary color or the heather gray color supplied by the Club.
2. No corporate identification or other logos of any kind are to be visible on any part of the undershirt, except for any Club logo, the

Major League Baseball silhouetted batter logo or another logo jointly approved by Major League Baseball and the Association.

E. Compression Sleeves

No corporate identification or other logos of any kind are to be visible on any part of the compression sleeve, except for any Club logo, the Major League Baseball silhouetted batter logo or another logo jointly approved by Major League Baseball and the Association.

F. Outerwear

Players may not cut or in any way alter the Club-supplied outerwear.

G. Footwear

1. At least 51% of the exterior of each Player's shoes must be the Club's designated primary shoe color and the portion of the Club's designated primary shoe color must be evenly distributed throughout the exterior of each shoe.
2. Individual Clubs shall determine the Club's shoe design and color schemes. Players must wear shoes that are compatible with their Club's design and color scheme.
3. Shoes with pointed spikes similar to golf or track shoes shall not be worn.
4. Excessive and distracting flaps and laces on shoes, particularly those on pitchers, are not permitted.
5. Players will not be allowed to change shoes while running bases during any Major League game.
6. The addition of tape that is a color different than that of the shoe is not permitted and, if used, will mean the Player, coach or manager is out of uniform.

H. Adornments and Markings

1. No field personnel may wear distracting jewelry of any kind. Distracting jewelry includes any item worn or used by a Player

which, in the opinion of the umpire, could interfere with the play of the game or umpires' ability to make calls, or endanger the health or safety of a Player, including the Player wearing the jewelry. In addition, no Player or Club may attach or otherwise affix or embroider to any portion of the uniform (including the cap and the helmet, batter and catcher) or playing equipment (including gloves), any pins, flags, commemorative patches, decals or other items, unless authorized by the Office of the Commissioner, which shall consult with the Players Association on such matters in advance of such authorization. A Player may not write, attach, affix, embroider or otherwise display nicknames or messages on apparel or playing equipment, except that a Player may display: (a) his name and/or uniform number on fielding gloves, footwear, batting gloves, wristbands, elbow protectors, shin/ankle protectors and catcher's equipment; and (b) a nickname on fielding gloves or catcher's equipment, provided that the nickname is not visible during games and is not reasonably likely to offend fans, business partners, Players, and others associated with the game.

2. No Player may have any visible corporate markings or logos tattooed on his body. In addition, no pitcher shall have markings on his body that are potentially distracting to the umpire or batter. Markings that are potentially distracting include tattoo(s) or other marking(s) which, in the opinion of the umpire, could interfere with the umpires' ability to make calls, endanger the health or safety of a batter or otherwise interfere with the play of the game.

- (a) If an umpire determines that a Player's tattoos or other markings violate the above standard, the umpire shall inform the On-Field Department of the Office of the Commissioner, which shall notify both the Player and the Players Association. The umpire will not require the Player to cover the tattoos or markings prior to being instructed to do so by the Office of the Commissioner.
- (b) If a Player desires to appeal the umpire's decision to the Executive Vice President, Baseball Operations, he must do so within 24 hours of receiving notice. The Player will not be required to cover his tattoos or markings between the filing

of an appeal and a decision by the Executive Vice President, Baseball Operations.

(c) The Player, the Players Association and the Player's Club may present to the Executive Vice President, Baseball Operations any arguments or information they desire in support of the appeal. The decision of the Executive Vice President, Baseball Operations regarding whether the Player must cover his tattoos or markings will be final and binding on the Player, the Players Association, Major League Clubs and umpires.

I. Permissible Alterations

1. Pant length alterations consistent with past practice and Section B, above.
2. Sleeve length alterations consistent with past practice and Section C, above.
3. Tapering of pants and jerseys.

J. Wristbands

No Player is permitted to wear white wristbands or bandages, because of the possible difficulty in distinguishing the baseball from the wristband or bandage. This prohibition extends to white wristbands with a stripe insufficient to permit the distinction.

K. Gloves

1. Any pitcher starting or entering a game wearing a colored glove must wear a glove of the same color for the pitcher's entire participation in the game.
2. The pitcher's glove may not, exclusive of piping, be white, gray, nor, in the judgment of an umpire, distracting in any manner. See Official Baseball Rule 1.15(a).
3. Any Player wearing a golf or batting glove underneath a playing glove may not rub up balls for use by the pitcher.

L. Helmets

1. Each catcher shall wear a catcher's protective helmet while fielding the position. Provided that such protective helmet has been approved by the Official Playing Rules Committee, a catcher may wear any protective helmet that conforms with past practice. See Official Baseball Rule 1.17 (NOTE).
2. All batting helmets must have the Major League Baseball silhouetted batter logo on the back of the helmet and may not include any corporate logos. The Club and Major League Baseball silhouetted batter logos cannot be obscured.

M. Other

1. A catcher entering the on-deck circle as the next batter shall have removed his shin guards before entering the on-deck circle.
2. Catchers' shin guards and chest protectors may not contain any white (other than the corporate logo).
3. A Player will not be permitted to display corporate logos or other identifying marks on equipment, apparel or outerwear other than on: (a) the items set forth in the Uniform Regulations' Logo/ID Specifications; (b) items issued by his Club; or (c) items that at least ten players have regularly used or worn in a game prior to the conclusion of the 2011 championship season. With respect to any category of equipment or apparel not covered by the Uniform Regulations, the Players Association and Major League Baseball will explore in good faith the possibility of jointly selling an exclusive or non-exclusive license for that category of equipment or apparel. If the sale of such a joint license is not feasible and Major League Baseball objects to the display of a logo or marks on a particular product, the Player cannot display the logo or marks until the parties resolve the issue or, if Major League Baseball files a grievance under Article XI(B) of the Basic Agreement, the completion of an expedited grievance process. In a grievance arbitration over this issue, both parties reserve all of their arguments under the Basic Agreement, the Major League Rules, the Official Baseball Rules, and the Uniform Player's Contract to support their respective positions. Nothing in this paragraph is intended to prohibit a Player from

using equipment permitted under the Official Baseball Rules if the corporate logos or marks are concealed.

N. Enforcement

The Senior Vice-President, Standards and On-Field Operations shall enforce these Regulations and impose discipline as set forth in Section O below. In addition, umpires shall have the authority to enforce on the field those Regulations that cover the traditional domain of umpires. (See Official Playing Rule 1.16 (Casebook).)

O. Discipline

1. Players will be subject to the following discipline schedule for violations of these Uniform Regulations:
 - a. First violation: the Senior Vice President, Standards and On-Field Operations will issue a Uniform Regulations Violation Warning, setting forth the provision of the Uniform Regulations that the Player has violated and specifying that the Player will be subject to further discipline if he does not immediately cease violating the Regulations;
 - b. Second violation within the same Section of the Uniform Regulations or regarding the same “Product” on the Uniform and Equipment Logo/ID Specifications: the Senior Vice President, Standards and On-Field Operations will issue a Notice of Discipline, which levies a \$1,000 fine and sets forth the provision of the Uniform Regulations that the Player has violated for the second time and specifies that the Player will be subject to additional discipline if he does not immediately cease violating the Regulations;
 - c. Third violation within the same Section of the Uniform Regulations or regarding the same “Product” on the Uniform and Equipment Logo/ID Specifications: the Senior Vice President, Standards and On-Field Operations will issue a Notice of Discipline, which levies a \$5,000 fine and sets forth the provision of the

Uniform Regulations that the Player has violated for the third time and specifies that the Player will be subject to additional discipline if he does not immediately cease violating the Regulations;

- d. Fourth violation within the same Section of the Uniform Regulations or regarding the same "Product" on the Uniform and Equipment Logo/ID Specifications: the Senior Vice President, Standards and On-Field Operations will issue a Notice of Discipline, which levies a \$10,000 fine and sets forth the provision of the Uniform Regulations that the Player has violated for the fourth time and directs that the Player will not be permitted to play in championship season games (including Spring Training and the post-season games, if applicable) until the Player's uniform is in compliance with the Regulations and the Official Playing Rules.
2. The fine schedule set forth in Paragraph 1 above shall apply no matter how much time has elapsed between violations.
3. Complaints involving discipline imposed upon a Player by the Senior Vice President, Standards and On-Field Operations for a violation of the Uniform Regulations shall be subject exclusively to Article XI(C) of the Basic Agreement. If the Senior Vice President, Standards and On-Field Operations imposes discipline consistent with Paragraph 1 above, the only issue before the Executive Vice President, Administration shall be whether the Player committed the violation alleged in the Notice of Discipline. If the Executive Vice President, Administration finds that the Player committed the violation alleged in the Notice of Discipline, the discipline shall be as set forth in the Notice of Discipline. In cases involving discipline imposed under Paragraph 1.c above, the Executive Vice President, Administration shall attempt to hear the appeal within two weeks of the date on which it was filed. If the appeal cannot be heard during that period due to the Player's unwillingness to participate in the city in which his Club is scheduled to

play or the Players Association's inability to travel to such city, the appeal shall be heard by teleconference. If the appeal cannot be heard during that period for any other reason, the appeal shall be heard, in the city in which the Player's Club is scheduled to play, at the earliest available date. In cases involving discipline imposed under Paragraph 1.d above, the appeal shall be heard as soon as practicable in a location that does not make the Player unavailable to play or the city where the Player's Club is scheduled to play, but not later than 4 business days from the imposition of the directive.

4. Notwithstanding the foregoing, the following will apply to a violation of Section M.3 after a warning and to repeated or a single flagrant or provocative breach of the Uniform Regulations involving an intentional impermissible alteration, writing or illustration or other marking made by a Player to any part of his uniform (including the cap and the helmet, batter or catcher):
 - a. The Senior Vice President, Standards and On-Field Operations may impose fines at levels different from the levels reflected in Paragraph 1 above. Complaints involving a fine imposed upon a Player by the Senior Vice President, Standards and On-Field Operations that is greater than the amount set forth in Paragraph 1 for such violation shall be subject exclusively to Article XI(C) of the Basic Agreement but the Player may challenge the level of discipline imposed in addition to the fact that discipline was imposed.
 - b. The Senior Vice President, Standards and On-Field Operations may direct, prior to the fourth such violation, that the Player will not be permitted to play in championship season games (including Spring Training and post-season games, if applicable) until the Player's uniform is in compliance with the Regulations and the Official Playing Rules. Complaints involving such a directive shall be subject exclusively to Article XI(C) of the Basic Agreement but the Player

may challenge the level of discipline imposed in addition to the fact that discipline was imposed. The implementation of such a directive shall not be stayed by a Player's appeal. A Player's appeal of such a directive shall be heard as soon as practicable in a location that does not make the Player unavailable to play or in the city where the Player's Club is scheduled to play, but not later than 4 business days from the imposition of the directive. A Player precluded from play because of failure to comply with such a directive shall not be paid for any game missed as a result of such discipline; provided, however, that such Player shall be made whole pursuant to Article XII(A) of the Basic Agreement if his appeal of such discipline is upheld in full or in part.

- c. The Senior Vice President, Standards and On-Field Operations may not impose any other discipline, including a suspension, upon a Player for any such violation.
5. Fines issued by the Senior Vice President, Standards and On-Field Operations for any violations of the Uniform Regulations shall be payable within two weeks from the date of the Notice of Discipline. All fine payments (made payable to Major League Baseball) must be sent to the Department of On-Field Operations at Major League Baseball.

MAJOR LEAGUE BASEBALL
Uniform and Equipment Logo/ID Specifications
(For 2012 Implementation)

Product	Proposed Manufacturer's Logo/ID	Number of Placements
Batting Glove	One mark – 3 sq in (with no dimension less 1.25 in) Second mark – 1.5 sq in	Two
Catcher's Chest Protector	Front mark – 6.5 sq in (with no dimension less than 1.75 in) Back mark – 2.5 sq in (with no dimension less than 1 in)	Two
Catcher's Face Mask	1 sq in (with no dimension less than 1 in)	Two (one front, one back)
Catcher's Helmet	1 sq in (with no dimension less than 1 in)	Two (one front, one back)
Catcher's Knee Support	1.5 sq in (with no dimension less than 1 in)	One
Catcher's Shin Guard	1.5 sq in (with no dimension less than 1 in)	One
Elbow Protector	1 sq in (with no dimension less than 1 in)	One
Shin/Ankle Protector	1 sq in (with no dimension less than 1 in)	One
Sunglass Strap	0.5 sq in	One
Sunglasses	0.5 sq in	Either one on bridge of nose or one on each "temple" of glasses
Wristbands	2 sq in (with no dimension less than 1 in)	One on each arm no higher than the elbow
Compression Sleeves	1 sq in (with no dimension less than 1 in)	One

Measurement. Whether a proposed corporate or manufacturer's logo/ID is within the permissible size described above shall be determined by the industry practice known as the "leading edge trailing edge standard." This standard is as follows:

1. The "dimension" regulations referenced in the above chart would be applied by measuring from the leading edge of the logo to the trailing edge of the logo and from the very top of the logo to the very bottom of the logo.
2. Once the dimension regulation is satisfied, the number of square inches of the logo would be calculated using the geometric formula for the closest approximate, standard geometric shape (i.e., rectangle, square, circle).

ATTACHMENT 20

Robert D. Manfred, Jr., Esquire
Executive Vice President
Labor and Human Resources
Major League Baseball
Office of the Commissioner
245 Park Avenue
New York, New York 10167

Dear Rob:

The Clubs, throughout this round of negotiations, have consistently maintained that the Commissioner's regulation of industry debt is not a mandatory subject of bargaining under the National Labor Relations Act. We, on the other hand, have consistently taken the position that it is.

In furtherance of the negotiations on an overall Basic Agreement, you have proposed changes to the debt regulations known as the Debt Service Rule, contingent upon a prior acknowledgment by the Association that the proposal and any discussion that it may generate, including any subsequent counterproposals, are without prejudice to the Clubs' legal position on bargainability.

The Association, by this letter, provides that acknowledgement. It agrees that the proposal and discussions shall not be used as evidence by the Association that the topic of debt regulation is a mandatory subject of bargaining in any subsequent litigation, including any grievance or NLRB proceeding.

This acknowledgment and agreement is, of course, without prejudice to the Association's position that the topic is a mandatory one.

Sincerely,

Michael S. Weiner
Executive Director & General Counsel
Major League Baseball Players
Association

ATTACHMENT 21

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Re: Debt Regulation

Dear Michael:

This letter will memorialize our additional understandings on debt regulation, and shall be considered an agreement between the Association and the Clubs within the meaning of Article XI(A)(1)(a) of the Basic Agreement.

First, the parties agree that the Panel cannot resolve disputes concerning the meaning, interpretation or application of the Debt Service Rule without resort to its bargaining history, in this or earlier bargaining rounds, which reflects understandings that significantly inform the meaning of the Rule as intended by the parties.

Second, our negotiations over and agreement to the Debt Service Rule are both subject to the agreement reflected in Attachment 20. Moreover, the parties reserve their legal positions regarding the bargaining status of any action taken by the Commissioner pursuant to Section 6.1 of the Debt Service Rule.

Third, it was the parties' intention, in agreeing to the Debt Service Rule, to ensure that each individual Club has or would have sufficient resources to support its level of debt or proposed debt, as opposed to an intention to limit or reduce the amount that the Clubs or a particular Club could spend on Player salaries.

Fourth, the parties do not intend for the Debt Service Rule to displace or otherwise limit the authority of the Commissioner to take actions, consistent with actions taken in the past, that are designed to preserve the financial stability of the Clubs. As he has done in the past, the Commissioner will consult with the Players Association prior to taking any such action against a Club. that may affect the interests of Players.

Fifth, during the term of this Agreement, and subject to Paragraph 6.1 of the Debt Service Rule, the Commissioner shall adopt no other form of debt regulation.

Sincerely,

Office of the Commissioner

By: _____

Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 22

DEBT SERVICE RULE

Section 1. The Rule. No Club may maintain more Total Club Debt than can reasonably be supported by its EBITDA. A Club's Total Club Debt cannot reasonably be supported by its EBITDA if Total Club Debt exceeds the product of that Club's EBITDA during the most recent year multiplied by the EBITDA Multiplier applicable to that Club.

Section 2. Definitions. Subject to the amendment procedures set out in Section 6.1 below, the following definitions shall be utilized in the administration of the Debt Service Rule:

(a) **EBITDA.** "EBITDA" means a Club's earnings for its fiscal year, before interest, taxes, depreciation and amortization, as calculated and reported in accordance with Part I, Schedule I, Section D, Line 45 of the annual Financial Information Questionnaire ("FIQ"), which each Club must submit to the Office of the Commissioner after the close of each fiscal year. For the purposes of this Debt Service Rule, each Club shall calculate its annual EBITDA net of the Club's net receipts or net payments under any revenue sharing arrangements then in effect among the Major League Clubs.

(b) **Total Club Debt.** "Total Club Debt" means a Club's total outstanding debt, calculated as an average over the course of each fiscal year, including without limitation all long-term and short-term obligations and all indebtedness resulting from: (1) funding from Major League Baseball's industry credit facility; (2) other third-party debt; (3) deferred compensation (other than deferred compensation payable to Major League Players (see clause (9) below)); (4) stadium-related debt incurred for or in connection with ballpark construction or improvements; *provided*, however, that any debt falling within this clause (4) shall not become part of Total Club Debt until the first full season of the operation of the new or renovated stadium for which

such debt was incurred; (5) loans or advances from a Club's owner or related parties, but only if those loans or advances are collateralized by the assets of the Club or are serviced, in whole or in part, either directly or indirectly, using Club funds and/or assets; and (6) any other debt that is properly classified as an indebtedness of the Club under generally accepted accounting principles, but excluding (7) the Excludable Debt, (8) advances taken by a Club against future revenue that it is contractually entitled to receive, and (9) any compensation payable to Major League Players, including deferred compensation or any other commitment under a Uniform Player's Contract, or any obligation to the Major League Baseball Players Benefit Plan or the Industry Growth Fund. In 2011, "Excludable Debt" was the first thirty-nine million, eight hundred eighty-four thousand dollars (\$39,884,000) in outstanding debt from any of the sources described in clauses (1)-(6) above and shall grow in each succeeding year by the percentage growth in the industry's total operating revenue (as defined in Part I, Schedule I, Section A, Line 12 of the FIQ) from year to year.

(c) EBITDA Multiplier. "EBITDA Multiplier" means the number to be multiplied by a Club's EBITDA during the most recent year in order to determine the maximum Total Club Debt that reasonably can be supported by that Club's EBITDA. The EBITDA Multiplier shall be eight (8), except that any Club which incurs (or has incurred within the last ten years) stadium-related debt to finance construction of a new ballpark or the major renovation of its existing ballpark may use an EBITDA Multiplier of twelve (12) for the first ten (10) fiscal years after that ballpark's opening or re-opening.

(d) Accounting Rules. Each Club's reporting and accounting practices relevant to an evaluation of its compliance with the Debt Service Rule shall be subject to the Commissioner's review and approval. Moreover, in any case involving off-balance-sheet debt, the determination of

whether the indebtedness shall be included in Total Club Debt under Section 2(b) above shall be made by an auditor retained by the Office of the Commissioner, applying generally accepted accounting principles on a consolidated basis except as otherwise provided by Section 2(b) above. The Major League Baseball Players Association (“Players Association”) may seek review of the auditor’s determination by the Arbitration Panel (see Article XI), in which case the Panel shall show no deference to the auditor’s determination. Unless otherwise provided in this Rule, when accounting for and reporting on Total Club Debt and EBITDA for purposes of the Debt Service Rule, the Clubs shall comply with the revenue and expense definitions and the accounting conventions, policies and practices reflected in the then-current version of the FIQ. The Commissioner reserves the right to modify the FIQ reporting requirements as they relate to the Debt Service Rule. The Players Association may seek review of all accounting rulings made by the Commissioner (or any Committee or outside accounting or other expert assisting him), in connection with the Rule by the Arbitration Panel in which case the Panel shall show no deference to the Commissioner’s rulings.

Section 3. Annual Compliance Certification; Commissioner Enforcement.

3.1 Annual Compliance Certifications. By the date each Club must provide its final FIQ and audited financial statements for each fiscal year, each Club shall also submit to the Office of the Commissioner:

(a) a written certification from its chief executive officer that either the Club complied with the Debt Service Rule during the fiscal year reported in the accompanying FIQ, or the Club did not comply with the Debt Service Rule during the fiscal year reported in the accompanying FIQ; and

(b) a written summary (“Related-Party Debt Summary”) from its chief executive officer of all owner or related-party debt that was collateralized by Club assets or

was serviced, either directly or indirectly, using Club funds or assets.

3.2 Enforcement by Commissioner. The failure of a Club to comply with the Debt Service Rule in a fiscal year shall subject the Club and/or any owner of the Club to any or all of the remedial measures (“Remedial Measures”) set out in Section 4 below until the Club achieves compliance with the Debt Service Rule.

3.3 Exemption from Compliance. Clubs with Total Club Debt below the level of Excludable Debt are exempt from the compliance process (but still must adhere to the certification requirement of Section 3.1 above and the financial reporting obligations established by the Office of the Commissioner, the latter of which are described in Attachment 23).

Section 4. Remedial Measures for Non-Compliance.

4.1 The Commissioner may, after consultation with the Players Association pursuant to Section 6.4(d) below and consistent with Section 5 and Section 6.5 below, impose any or all of the Remedial Measures contained in Section 4.2 on any Club and/or any owner of a Club for a Club’s failure to comply with the Debt Service Rule. Notwithstanding the foregoing, the Commissioner shall not impose Remedial Measures on a Club and/or owner of a Club for a Club’s failure to comply with the Debt Service Rule if the Club complied with the Debt Service Rule in the immediately preceding year and the Club demonstrates that it realistically projects compliance in the year following its first year of non-compliance.

4.2 The Remedial Measures are:

(a) Require the Club to submit, for the Commissioner’s review and approval, a written plan for achieving compliance with the Debt Service Rule (the “Compliance Plan”). Each Compliance Plan shall identify the fiscal year during which the Club proposes to achieve compliance and the specific steps the Club intends to take to bring the Club into compliance with the Debt Service Rule;

- (b) Require the Club to consult with the Commissioner prior to entering into any contract with a term of more than five (5) years (except that this Section 4(b) shall not apply to any Uniform Player's Contract with a Major League Player);
- (c) Prohibit the Club from incurring any additional Club Debt (as defined in this Rule) without the approval of the Commissioner;
- (d) Require the Club to reduce some or all of its outstanding debt by raising additional equity on whatever terms the Commissioner deems appropriate;
- (e) Prohibit the Club from making any capital expenditures without the approval of the Commissioner;
- (f) Require the Club to perform or refrain from any other action that the Commissioner deems necessary in order to ensure that the Club brings its Total Club Debt into compliance with the Debt Service Rule;
- (g) Retention by the Commissioner of all or any portion of the Club's share of: (i) the Central Fund, and/or (ii) gate receipts from the Wild Card Game, Division Series, League Championship Series and World Series, so that such retained funds may be held in escrow and used as directed by the Commissioner to reduce the Club's outstanding debt, subject to the Club's existing obligations to players and subject to contractual obligations to third parties made by the Club in good faith before the Club had notice of the proposed adoption of the Debt Service Rule;
- (h) Reservation by the Commissioner of the power to approve a Club's general and administrative expenditures, including, without limitation, the power to approve and/or limit individual line items in a Club's annual budget;
- (i) Limit, or suspend, the Club's ability to obtain additional financing under the Major League Baseball industry credit facility and/or any other line of credit or financing arrangement obtained on behalf of that Club or on behalf of all Clubs by the Office of the Commissioner;

- (j) Suspend the benefit of the Major League Rules, such as selection rights available to the Club under Major League Rule 5, except that any suspension of the Club's rights under Major League Rule 4 shall not affect the assignment of the selection rights that the Club would lose or gain in connection with a player signing as provided in any collectively bargained agreement then in effect between the Clubs and the Players Association;
- (k) Deny the Club's right to be represented at Major League meetings and/or deny representation on Major League Committees;
- (l) Suspend individual executive or ownership personnel of the Club;
- (m) Impose monetary sanctions against individual executive or ownership personnel of the Club;
- (n) Any other measures or sanctions which the Commissioner has the power to impose on a Club or Club owner pursuant to the Major League Constitution;
- (o) Any sanction which the Major League Clubs may impose upon another Club or Club owner under the Major League Constitution, if the imposition of such a sanction is duly authorized by the vote of the Major League Clubs in the manner required by the Major League Constitution; and/or
- (p) Require ownership to guarantee the Club's debt service for the next three years, without recourse to the Club. Subject to liquidity concerns that the Commissioner may have, mandatory debt reduction (see subparagraphs (c) and (d) above) shall be the preferred Remedial Measure.

Section 5. Remedial Considerations. In developing a set of Remedial Measures for a Club under Section 4 above, the Commissioner shall consider the following factors:

- (a) As an initial matter, the Commissioner must assess the Club's general creditworthiness as reflected in the

availability of credit to the Club in commercial markets (through measures such as but not limited to the terms on which it holds debt and the willingness of the Club's individual lenders to attest to their confidence that the Club will be able to satisfy its obligations as they become due) and in the asset value of the Club in relation to the absolute level of the Club's debt;

- (b) The Club's record of compliance with the Rule over the preceding three years;
- (c) The Club's projection of compliance or non-compliance over the three-year planning period in conjunction with the Club's past history of accurately projecting compliance or non-compliance;
- (d) The occurrence of factors affecting the industry which have affected the ability of all Clubs to comply with the Debt Service Rule such that there has been a significant increase in the number of non-compliant Clubs; and
- (e) The capacity and willingness of the owner or owners to guarantee debt service for the next three years, without recourse to the Club.

Section 6. Miscellaneous

6.1 Further Regulations; Amendments. The Commissioner shall issue further regulations and policies concerning the implementation, interpretation, administration and enforcement of this Debt Service Rule as he deems appropriate. In addition, the Commissioner may amend or otherwise modify the rules, definitions and policies set out in this Debt Service Rule as he deems appropriate. Prior to taking any action pursuant to this Section 6.1, the Office of the Commissioner shall provide the Players Association with notice of such contemplated action pursuant to Article XVIII of the Basic Agreement.

6.2 Notice to Third Parties. All Clubs shall give appropriate written notice to affected third parties of the requirements of the Debt Service Rule before entering into any

contract with such parties that reasonably might be affected, as to either execution or performance, by the Commissioner's exercise of his powers under this Debt Service Rule.

6.3 Prohibited Remedial Measures. The Commissioner shall not, in exercising his authority under Section 4 above, attempt to influence or interfere with any Club decision regarding a Major League Player's contract, reserve status or roster status. Moreover, the Commissioner shall take no action directed at preventing a Club from establishing its Major League Player payroll budget at a level that the Club deems appropriate.

6.4 Players Association's Right To Information. The Office of the Commissioner shall provide the Players Association with the following information:

(a) EBITDA, Total Club Debt and total allowable debt (EBITDA multiplied by the applicable EBITDA Multiplier) calculations (with supporting documentation for any items included in Total Club Debt pursuant to Section 2(b)(5) that are not specifically tied to Club assets or revenue streams in relevant loan documents) for each Club, at the time the Office of the Commissioner provides FIQs to the Players Association pursuant to Article XXIV(D)(2) of the Basic Agreement and at any time as such calculations may be provided to the Commissioner on an interim or forecast basis prior to the Clubs' FIQ submissions;

(b) Related-Party Debt Summaries and Compliance Plans submitted to the Commissioner pursuant to this Rule, within seven days of receipt by the Office of the Commissioner;

(c) Correspondence from the Office of the Commissioner or a Club in connection with the operation of Section 4 above, within seven days of the Office of the Commissioner's transmittal or receipt of such correspondence; and

(d) Drafts of proposed correspondence to Clubs imposing Remedial Measures pursuant to Section 4 above. Within ten (10) days of providing such drafts, the Office of the Commissioner shall meet with the Players Association to discuss the Remedial Measures contemplated by the Commissioner.

Any documents and/or other information provided to the Players Association pursuant to this Section 6.4 shall be covered by the parties' Confidentiality Agreement (see Attachment 14).

The Office of the Commissioner must notify the Players Association of any changes in the central debt agreements.

6.5 Sale Transactions In all transactions involving the sale or transfer of a control interest in a Club, and prior to the approval of any such transaction, the prospective new Club ownership must provide the Commissioner with a Long Term Plan for Debt Service compliance (Long Term Plan). The Long Term Plan shall be supported by specific financial information and shall cover no fewer than two years but no more than five years. The Commissioner will issue written comments on the Long Term Plan prior to the transaction's approval. In connection with all such transactions, the Commissioner must certify to the Clubs and to the Players Association that the level of debt undertaken in connection with the acquisition or transfer will not create a persistent inability of the Club to comply with the requirements of the Debt Service Rule. As part of that certification, the Commissioner, within 30 days of approval of the transaction, will provide to the Players Association the new Club ownership's Long Term Plan and the Commissioner's written comments on the Long Term Plan. Absent material deviations from the Long Term Plan, a Club will be exempt from Section 4 remediation for the duration of the Long Term Plan.

6.6 Reopener: Right To Strike. In the event of an increase in the maximum debt available to an individual Club under the industry credit facility of greater than 30%, measured off an amortized basis, the Players Association may reopen this Agreement, upon the giving of 10 days' written notice, with reference solely to the level of Excludable Debt. If negotiations in good faith following such reopeners do not produce an agreement, the Players Association will have the right to strike over the topic of the level of Excludable Debt. This grant of the right to strike is without prejudice to the parties' respective positions as to whether the Rule is a mandatory topic of bargaining and to any other assertions the Clubs may have that such a strike would otherwise be illegal.

ATTACHMENT 23

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Re: Multi-Purpose Financial Reporting Process

Dear Michael:

The Clubs are required to submit financial information to the Office of the Commissioner for multiple purposes, including the administration of the Revenue Sharing Agreement, the Debt Service Rule and the Umpire Assessment and for general business monitoring. The current reporting schedule is as follows:

1. Year End Financial Information Questionnaires and Audited Financial Statements are due 90 days after the conclusion of the Club's fiscal year.
2. Long Range Plans are due on April 30.
3. Interim Financial Information Questionnaires, including calculations of NDLR, are due on May 15, July 15, September 15 and November 15.
4. Long Range Plan updates are due on December 15.
5. Season ticket and single game advance sales are reported as of February 28 and opening day.
6. Per game gate receipts detail is submitted following each home stand for Umpire Assessment tracking.
7. Supplemental Information Questionnaires are due on June 30 for non-financial survey data compilation.

The Office of the Commissioner will provide advance notice to the Players Association in the event any changes are made to the reporting schedule outlined herein.

Very truly yours,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 24

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

Absent a prior unconditional release, a Club that has agreed to Major League terms in a Minor League Uniform Player Contract (“Minor League UPC”) may not sign a player to a Major League Uniform Player’s Contract (“Major League UPC”) with terms that are less favorable to the player than those Major League terms for that season included in the Minor League UPC. Notwithstanding the definitions of “Player” and “Grievance” in Article XI, a player (and the Association) may enforce this right in the Grievance Procedure. Our agreement to allow such matters to be heard in the Grievance Procedure does not, however, reflect an agreement that Minor League UPCs may be enforced in the Grievance Procedure or are a mandatory topic of bargaining and the Association, without prejudice to its legal positions, agrees that this letter shall not be used as evidence in any effort to support either proposition.

Very truly yours,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 25

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

This letter will confirm certain agreements between the Parties. These agreements are subject to the Parties' respective rights and obligations under Article V(A) of the Basic Agreement.

The rules and procedures regarding qualification for the post-season, post-season matchups and post-season scheduling shall be as set forth in Major League Rules 33, 34 and 37. We acknowledge that the Commissioner's determination of procedures to break any ties that are not otherwise provided for, as stated in Major League Rule 33(c), is subject to the agreement of the Major League Baseball Players Association on such procedures.

Sincerely,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 26

REVENUE SHARING PERFORMANCE FACTOR

Club	2012	2013
New York Yankees	27.7%	27.1%
Boston Red Sox	18.7%	18.6%
Chicago Cubs	11.4%	13.0%
New York Mets	11.0%	10.1%
Philadelphia Phillies	7.5%	8.4%
Los Angeles Dodgers	8.1%	8.0%
San Francisco Giants	3.3%	4.7%
Texas Rangers	1.4%	3.3%
Los Angeles Angels	3.0%	3.2%
Chicago White Sox	3.0%	2.9%
Houston Astros	0.8%	0.7%
Minnesota Twins	1.3%	0.0%
Seattle Mariners	1.7%	0.0%
St. Louis Cardinals	1.0%	0.0%
Detroit Tigers	-4.8%	-2.6%
Atlanta Braves	-1.9%	-3.2%
Colorado Rockies	-5.4%	-4.1%
Washington Nationals	-2.9%	-4.1%
Baltimore Orioles	-3.5%	-4.3%
Miami Marlins	-7.8%	-5.6%
Arizona Diamondbacks	-5.8%	-5.9%
Cincinnati Reds	-5.8%	-6.1%
Milwaukee Brewers	-7.4%	-6.7%
Cleveland Indians	-4.9%	-7.0%
Oakland Athletics	-7.6%	-7.8%
San Diego Padres	-8.2%	-8.1%
Toronto Blue Jays	-9.0%	-8.3%
Tampa Bay Rays	-7.5%	-8.4%
Pittsburgh Pirates	-9.3%	-8.6%
Kansas City Royals	-8.2%	-9.1%

MARKET DISQUALIFICATION

MARKET RANK		REVENUE SHARING DISQUALIFICATION					
Rank	Club	2012	2013	2014	2015	2016	
1	NYY	0%	25%	50%	75%	100%	
1	NYM	0%	25%	50%	75%	100%	
3	LAD	0%	25%	50%	75%	100%	
3	LAA	0%	25%	50%	75%	100%	
5	CHI	0%	25%	50%	75%	100%	
5	CWS	0%	25%	50%	75%	100%	
7	SF	0%	25%	50%	75%	100%	
7	OAK	Exempt until new stadium					
9	TOR	0%	25%	50%	75%	100%	
9	PHI	0%	25%	50%	75%	100%	
9	BOS	0%	25%	50%	75%	100%	
12	WSH	0%	25%	50%	75%	100%	
13	ATL	0%	25%	50%	75%	100%	
13	TEX	0%	25%	50%	75%	100%	
15	HOU	15 Clubs	0%	25%	50%	75%	100%
16	SEA						
17	DET						
18	ARI						
19	MIN						
20	BAL						
21	COL						
22	SD						
23	MIA						
24	TB						
25	CLE						
26	STL						
27	KC						
28	CIN						
28	PIT						
30	MIL						

ATTACHMENT 27

Michael S. Weiner, Esquire
Executive Director
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

The purpose of this letter is to confirm that the parties have agreed to establish a Joint Treatment Program to deal with certain alcohol-related conduct and off-field violent conduct by Major League Players during the term of the 2012-2016 Basic Agreement. Specifically, the parties have agreed as follows:

1. The Treatment Board, as defined under the Joint Drug Program, will be responsible for creating and supervising individualized treatment programs for Players with an alcohol use problem or Players who have engaged in off-field violent conduct.
2. Referral to the Treatment Board will be mandatory when:
 - (a) A Player is arrested or charged by law enforcement authorities with driving while intoxicated, driving under the influence of alcohol, or any other criminal violation relating to the use of alcohol.
 - (b) A Player is arrested or charged by law enforcement authorities with a criminal violation in which the authorities allege that the use of alcohol may have been a contributing factor in the misconduct.
 - (c) A Player appears intoxicated during any of the Club's games, practices, workouts, meetings or otherwise during the course and within the scope of his employment.
 - (d) Club medical personnel reasonably suspect that the Player may suffer from an alcohol use problem.
 - (e) A Player is charged by law enforcement authorities with a crime involving the use of physical force or violence, including but not limited to, sexual assault, domestic violence, resisting arrest, battery, and assault.

3. Any Player who is referred to the Treatment Board will be evaluated by the Medical Representatives of the Treatment Board in the case of an alcohol use problem, or by a neutral expert selected by the Medical Representatives of the Treatment Board in the case of off-field violence. The purpose of the initial evaluation is to determine whether the Player could benefit from a treatment program, and if so, the type of treatment program that would be most effective for the Player involved.
4. A Player's participation in any Treatment Program is voluntary. A Player's failure to participate in any Treatment Program shall not subject the Player to discipline. A Player's referral to the Treatment Board is not intended to supplant any right a Club or the Office of the Commissioner may have under the UPC or Basic Agreement to discipline a Player for his conduct, or any potential defenses of the Player or the MLBPA to such discipline. The Player's participation in any Treatment Program shall be considered as a mitigating factor in any discipline imposed by either the Club or the Office of the Commissioner.

Sincerely,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 28

SMOKELESS TOBACCO POLICY

A. PROHIBITIONS

1. The use of smokeless tobacco by Players, managers and coaches during televised interviews or Paragraph 3(b) appearances on behalf of the Club is prohibited. At any time when fans are permitted into the ballpark, Players, managers, coaches and other on-field personnel will conceal tobacco products (including tobacco tins or packages) and may not carry tobacco products (including tobacco tins or packages) in their uniform or on their body.
2. Penalties for violations of the prohibitions in paragraph 1:
 - (a) First Violation—Written warning.
 - (b) Second Violation—A second written warning which will include a recommendation that the Player agree to counseling.
 - (c) Third Violation—\$1,000 fine.
 - (d) Fourth Violation—\$2,500 fine.
 - (e) Fifth and Subsequent Violations—\$5,000 fine.

Violations will carry over from year to year over the course of a Player's career. All fines will be subject to challenge under the Grievance Procedure of the Basic Agreement.

B. EDUCATION

1. Joint educational programs and materials will be created by the parties for Players regarding the dangers of smokeless tobacco. Written materials will be distributed to all Players during each Spring Training of the Basic Agreement. The parties also will develop an on-line educational program for Players regarding the dangers of smokeless tobacco. In doing so, the parties will consider programs in place for Minor League players and will take advantage of the MLBPA's websites.

2. Joint educational programs and materials will be created by the parties for the public regarding the dangers of smokeless tobacco. As part of this effort, the parties will develop a public service announcement, including Players, in conjunction with the Partnership at Drugfree.org, that will be available for distribution on satellite and terrestrial radio outlets, for download on the Partnership's Play Healthy and Healthy Competition websites, MLB.com and MLBPlayers.com, and will be played during games in Major League ballparks and during broadcasts of the All-Star Game; all Wild Card, Division Series, League Championship Series and World Series games; and any other game broadcast on FOX, ESPN, TBS or the MLB Network pursuant to national broadcasting agreements entered into by the Office of the Commissioner.

C. CESSATION

1. Players will be provided with a list of professionals and organizations that specialize in assisting individuals who wish to quit using smokeless tobacco.
2. Players will be provided with personal and confidential counseling about cessation.

D. ORAL EXAMINATIONS

1. Beginning with 2012 Spring Training, all physicals will be required to include oral examinations of Players.
2. Additional oral examinations of Players will be required in later years of the Basic Agreement.

ATTACHMENT 29

Major League Baseball's Weapon-Free Workplace Policy

The Commissioner has implemented the following policy regarding the possession of deadly weapons by individuals affiliated with Major League Baseball.

Coverage: This policy applies to all employees and independent contractors (hereinafter “Covered Individual”) of Major League Clubs (at both the Major and Minor League level, including players), the Office of the Commissioner, MLB Enterprises, MLB Properties, MLB Productions, MLB Advanced Media, MLB Media Holdings, MLB Online Services, Major League Baseball Scouting Bureau, the MLB Network, and all other entities operated by Major League Baseball (hereinafter referred to as “MLB Entities”).

Prohibition: All Covered Individuals are prohibited from possessing deadly weapons while performing any services for MLB Entities, including while traveling on business (e.g., road games). In addition, except as required by local law, MLB Entities shall prohibit the possession or use of deadly weapons in any facility or venue owned, operated, or controlled by it. A deadly weapon is any instrument or device designed primarily for use in inflicting death or injury to a human or animal or is capable of inflicting death or injury if used in the manner it was designed, including, but not limited to, firearms, explosives, daggers, metal knuckles, switchblade knives, and knives having blades exceeding five inches.

Exemptions:

1. Resident Security Agents or Club Security Personnel who work in law enforcement and are required to carry their weapons pursuant to local law or regulation.
2. Qualified law enforcement personnel engaged in official duties.
3. Possession of firearms in a parking lot only in jurisdictions where such possession is protected by local law, and only to the extent protected by local law.

4 An exemption granted by the Vice President of Security of the Office of the Commissioner for legitimate security reasons or to comply with applicable legal requirements.

Reporting: All violations of this policy should be reported to the Security Department of the Office of the Commissioner.

ATTACHMENT 30

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

I am writing to confirm certain understandings we have reached with respect to potential or actual losses incurred in connection with events that constitute "international play" within the meaning of Article XV(K) of the Basic Agreement.

In addition, the parties agree that, in order to fully develop the game internationally, it may be necessary to undertake some projects that will almost certainly be unprofitable. With respect to such projects, the parties will agree in advance as to responsibility for and methods of funding losses on such projects. For example, such losses could be borne by some combination of the bargaining parties, the Industry Growth Fund and WBCI.

It is also conceivable that an event, expected to be profitable, could turn out to be unprofitable. The parties recognize a joint responsibility for such losses. The Clubs, however, understand that the MLBPA will have to fund its portion of such losses out of future event proceeds or other future concessions of value to the Clubs.

Very truly yours,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 31

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

This will memorialize our agreement regarding the calculation of cost of living adjustments (“COLAs”) under the Basic Agreement. Specifically, we have agreed to round the fractions utilized to calculate COLAs to five decimal places to the right of the decimal point (or three places, if the fraction is expressed as a percentage).

Sincerely,

Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 32

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

This will confirm our agreement that the proper approach to calculating the number of days that a Player is on optional assignment for purposes of calculating Major League service under the Basic Agreement is as follows:

1. Players who are optioned and then designated for assignment while on option—The optional assignment date counts as day one of the option and the designated for assignment date is counted as the last day of the optional assignment.
2. Players who are optioned and then released while on option —The optional assignment date counts as day one of the option and the date that the player is released from the 40-man roster is counted as the last day of the optional assignment.

Pursuant to Article XXI(B), for a Player who is recalled from an optional assignment, whether the recall is to report or not to report, the date of the recall does not count as a day of the option unless the recall takes place after the start of any Minor League game in which the Player was eligible to play.

Sincerely,

Daniel R. Halem
Senior Vice President,
General Counsel—Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 33

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

This will memorialize our agreement that the parties will, at the request of the MLBPA, schedule individual meetings with specific Clubs to discuss media access to the Club's clubhouse, including, but not limited to, the Club's processes for credentialing members of the local media and the use of interview rooms to ease congestion in the clubhouse after the game. Player representatives, Club representatives and Commissioner's Office representatives will be invited to the meeting. Such meetings are expected to begin as early as 2012 spring training and may continue over the term of the Basic Agreement.

Moreover, the Clubs have agreed that the MLBPA has the right to grieve an asserted violation of paragraphs 1 and 2 of the Regular Season Club/Media Regulations ("Media Regulations"). The MLBPA shall also have the right to grieve an asserted failure by the Commissioner's Office to enforce paragraph 12 of the Media Regulations. Nothing in this agreement shall alter whatever right the MLBPA may have (or may not have) to challenge under Article XI any other asserted violation of the Media Regulations, and this agreement is without prejudice to the parties' respective legal positions on that issue.

Very truly yours,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 34



**REGULAR SEASON
CLUB/MEDIA REGULATIONS**

The following are Major League Baseball's regulations for Club/Media Relations. They are to be observed by all parties:

1. All accredited press, radio and TV representatives shall have pre-game access to the clubhouse from three hours and 30 minutes prior to game time until one hour prior to game time, except that: (a) the media shall not have access to the clubhouse when a club is on the field for batting practice; and (b) the media may not return to a clubhouse once a club has taken batting practice. The media shall have pre-game access to the clubhouse for a minimum of 50 minutes prior to the time that a Club mandates that all players take the field for batting practice or other related activities (e.g., stretching). If a Club does not take batting practice, it may not close the clubhouse until the media has been granted a minimum of 50 minutes of access. Unless necessary to satisfy the 50-minute requirement, no Club may provide pre-game access prior to three hours and 30 minutes prior to game time. The media shall have access (outside of the clubhouse) to the Club's manager, players or coaches after batting practice to discuss newsworthy events (such as lineup changes, injuries, and workouts) that occur after the clubhouse closes.
2. Absent unusual circumstances that require a team meeting immediately following a game, the working media shall have access to both clubhouses no later than 10 minutes following the final out of each game (including doubleheaders and day/night split admission games). When such unusual circumstances exist, and such instances are expected to be rare, the working media shall have access to the clubhouse no later than 20 minutes following the final out of the game. The Commissioner's Office reserves the right to require access to the clubhouse 10 minutes following the final out of all games if the "team meeting" exception is abused.

3. The working media's access following a game shall be for a period no longer than one hour unless reasonable access to players is not provided during that time; provided, however, that card-carrying members of the Baseball Writers Association of America ("BBWAA") will have unlimited access after the post-game opening of the clubhouse. If reasonable access is not provided, the clubhouse must remain open. Members of the media, other than BBWAA members, may make arrangements with the club PR Director for extended access.
4. Media credentials are not transferable.
5. Clubhouses, the dugouts and the field are off-limits except to appropriate club, Commissioner's Office personnel and media bearing appropriate credentials. Club credentials are not to be issued to unauthorized personnel. The Commissioner's Office reserves the right to revoke inappropriately issued credentials.
6. Players will be available to the media before and after games for interviews. These periods should not be limited except for the pre-game period described in #1 above, and the post-game period described in #2, above. Upon request by the media, players who had key roles in the first game of a doubleheader are to be made available for a time between games.
7. The trainer's room and players' lounge may be off-limits to the media, but each club controls these areas, and it is vital these areas not be used as a sanctuary for players seeking to avoid the media. It is very important to our game that ALL players are available to the media for reasonable periods and it is the player's responsibility to cooperate.
8. Ropes or other restraining barriers are not permitted to bar the media.
9. A general code is to be observed by the media so uniformed personnel may do their work unimpeded. Media are to be allowed in foul territory, in an unrestricted manner, in an area that is to be not less than the territory between first and third bases, and which territory includes the area around the batting cage, except the dirt area around the batting cage.

10. Under no circumstances shall any club discriminate in any fashion against an accredited member of the media based upon race, creed, sex or national origin.
11. Physical abuse or threats directed to members of the media (and/or official scorers) by baseball personnel will not be tolerated. Disciplinary action, including fines and suspensions, will be considered in any cases that arise. While in the clubhouse, members of the media are expected to be doing business. Members of the media are expected to conduct themselves in a professional manner and to respect the privileges and environment of restricted areas and working press areas at all times. Any media member in violation of this conduct policy is subject to revocation of his or her privileges and may be subject to immediate ejection.
12. Visitors in the clubhouse, including accredited media members, should conduct themselves in a professional manner. There shall be no seeking of autographs, no touching or removing of equipment or personal items from lockers, and no sampling of players' food spreads. Clubhouses are work places. Clubhouse business should be conducted as expeditiously as possible with a minimum of disruption of regular game routines. Members of the media should not excessively linger in the clubhouse when not interviewing players. Members of the media who violate the code of conduct set forth in this paragraph shall be subject to sanctions, including the loss of their accreditation as provided for in paragraph 17 below.
13. Live TV and/or radio interviews with uniformed personnel during the course of a game are not authorized or permitted, nor is attaching a microphone to any uniformed personnel permitted without approval from the Commissioner's Office. Microphones may not be placed in or adjacent to dugouts and/or bullpens in a manner that will allow uniformed personnel's remarks or conversations to be overheard during the course of a game without the prior approval of the Commissioner's Office.
14. Live telephone interviews are not allowed from the clubhouse or the field without prior approval of the club. Mobile telephones with digital photography capabilities are prohibited.

15. Telephones from both dugouts to the press box are to be maintained in working order for the purpose of providing information regarding special circumstances to the media during the course of a game. Explanations of injuries should be made as soon as possible (to both the media and fans in the stadium).
16. BBWAA members are not required to sign in for clubhouse or other restricted area access but may be logged in by club personnel, subject to individual club policies. Other accredited media may be required to sign in for clubhouse access, subject to individual club policies.
17. Any club whose personnel violate these regulations will be disciplined. Any member of the media who violates these regulations will lose his or her accreditation.

#

ATTACHMENT 35

Michael S. Weiner, Esquire
Executive Director & General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, New York 10017

Dear Michael:

This letter memorializes certain understandings that the Parties have reached during the negotiations over a successor to the 2007-2011 Basic Agreement. This letter shall be admissible in any arbitration hearing involving an issue addressed herein.

A Club has the right under Regulation 2 of the Uniform Player's Contract ("UPC") to designate the doctors and hospitals furnishing medical care and hospital services to a Player for injuries sustained in the course and within the scope of his employment under his UPC. A Player is entitled under Article XIII(D) of the Basic Agreement to go to a doctor on the second medical opinion list for diagnosis and a second medical evaluation of an employment related illness or injury being treated by the Club physician. The Parties have had a disagreement regarding Club and Player rights when a second medical opinion doctor and a Club physician disagree on the appropriate course of treatment for a Player's employment related injury. Without attempting to resolve this disagreement, the Parties will continue to attempt to avoid disputes that might otherwise arise between Players and Clubs in this area by, among other things, urging their constituents to agree upon a qualified third physician expert in the appropriate medical specialty who would resolve the dispute between the Club physician and the second medical opinion doctor as to the appropriate course of treatment.

There have been other circumstances in which the Club physician and a Player's second medical opinion doctor agree that a particular surgery is the appropriate course of treatment but the Player and Club disagree as to who should perform the surgery. While the Club has the right to designate the doctors and hospitals when a Player is undergoing a surgery for an employment related injury, the Clubs understand the importance of a Player being comfortable with the physician performing any such surgery. As a result, the Office of the Commissioner

will continue to advise Clubs that they should take a Player's reasonable preferences into account when designating doctors to perform surgery under Regulation 2. As part of this commitment, the Office of the Commissioner will advise the Clubs that in no event should they force a Player to have a surgery performed by the Club physician but should instead, in any case in which a Player has objected to the surgery being performed by the Club physician, designate another physician to perform the surgery.

Finally, disputes have also arisen with respect to which travel costs are appropriately considered part of the "reasonable medical expenses" for which a Club is responsible under Regulation 2 of the UPC. The Office of the Commissioner recognizes that "reasonable medical expenses" include actual and reasonable travel costs associated with required follow-up examination(s) with the surgeon who performed covered surgery. The Association, on the other hand, recognizes that "reasonable medical expenses" would not include travel costs incurred by a Player to see a doctor for routine examination(s) that could have been appropriately performed by a local doctor designated by the Club.

Very truly yours,

Robert D. Manfred, Jr.
Executive Vice President
Labor and Human Resources
Labor Counsel
Major League Baseball
Office of the Commissioner

ATTACHMENT 36

David M. Prouty, Esquire
Chief Labor Counsel
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Dear David:

This letter will memorialize our agreement regarding the assessment and management of concussions suffered by Major League Players.

1. The following protocols will govern the assessment and management of concussions by each Club's medical staff:
 - A. All Players will undergo neuro-cognitive baseline testing during Spring Training or when they join a Club each season.
 - B. If a Player is involved in an incident during a game that is associated with a high risk of concussion, the game will be stopped and the Player will be evaluated on the field for a potential concussion by a Certified Athletic Trainer ("ATC") following the National Athletic Trainers' Association ("NATA") guidelines for management of sports-related concussions.
 - C. If the ATC detects any sign and/or symptom of a concussion during an on-field evaluation, the Player will be removed from the game and brought to the clubhouse for further evaluation.
 - i. A Sports Concussion Assessment Tool 2 ("SCAT2") assessment will be performed in the clubhouse by the ATC and/or the Club Physician to determine if a concussion has occurred. A copy of the SCAT2 form, which must be completed during the assessment, is attached hereto as Exhibit A.
 - ii. If the SCAT2 assessment determines that a concussion has not occurred, serial examinations will be performed between innings for the remainder of the game. If the

SCAT2 assessment determines that a concussion has occurred, the Club, in consultation with the ATC and the Club Physician, will determine if the concussed Player should be placed on a Disabled List (“DL”), and if so, which one.

- D. If the ATC does not detect any sign and/or symptom of a concussion during the on-field evaluation, the Player may remain in the game, but serial examinations should be performed between innings for the remainder of the game. Any change in the Player’s neurological status will result in immediate removal from the game and further evaluation in the clubhouse.
2. The Parties will establish a 7-day Disabled List (“DL”) solely for the placement of Players who suffer a concussion. The following protocols will govern the placement of a concussed Player on the 7-day DL:
 - A. Players are eligible for the 7-day DL only if they suffer an acute concussion.
 - B. The occurrence of the injury, including all of the relevant details, must be documented through an Event Form in the Electronic Medical Records System.
 - C. In lieu of a Standard Form of Diagnosis, which is required to place a Player on the DL under Article XIII(C) of the Basic Agreement, the ATC and the Club Physician will prepare and submit simultaneously to the Office of the Commissioner and the Players Association a concussion-specific diagnostic form that includes the following information: (i) the date and mechanism of the injury; (ii) the signs and symptoms of impairment; (iii) confirmation that a SCAT2 assessment was performed by an ATC and/or a Club Physician, and that the assessment indicated a concussion had occurred; and (iv) the basis for diagnosis of a concussion. Copies of the concussion-specific diagnostic forms for 7-day and 15-day DL placements are attached hereto as Exhibits B and C, respectively.
 - D. The concussion-specific diagnostic form and any supporting information (including, but not limited to, the completed

SCAT2 form) must be submitted to 7dayDL@mlb.com, and the Players Association must confirm receipt in writing (which it will do promptly), before the Player may be placed on the 7-day DL. MLB's Medical Director will review the information as soon as it is received, and inform the Commissioner's Office if the 7-day DL placement is approved. The Commissioner's Office will then simultaneously inform the Players Association and the Club of the approval and enter the 7-day DL placement into eBis. If the Medical Director or the MLBPA expert questions whether the Player qualifies for the 7-day DL, they shall consult with each other as well as one of the outside experts on the Committee prior to making his decision. In the event the Medical Director and the MLBPA expert are unable to agree on the approval of the 7-day DL placement, they shall refer the matter to an independent expert selected by the Parties, who will determine in his sole discretion whether the placement should be approved.

- E. Except for rehabilitation assignments as described in Paragraph 2(F) below, a Player placed on the 7-day DL will be treated the same as a Player placed on the 15-day DL for all purposes, including roster limits, transfers to the 60-day DL, *etc.* If a concussed Player is not able to return to play in seven days, the Player may be recertified for a subsequent placement on the 7-day DL. Any Player on the 7-day DL for more than 14 days will be transferred automatically and retroactively to the 15-day DL, effective with the first day of the initial placement, and with the prior 14 days applying to the initial 15-day minimum period.
- F. A concussed Player on the 7-day DL who has been cleared to return to play may then consent to an assignment to a Minor League affiliate of his Club under the terms of Article XIX(C)(3), except that such assignment shall not exceed five (5) days for non-pitchers and eight (8) days for pitchers, unless the Player is not able to return to play within 14 days of the initial 7-day placement, in which case the maximum periods shall be 20 and 30 days, respectively.

3. If the Club, in consultation with the ATC and the Club Physician, decides to place a Player on the 15-day or 60-day DL for a concussion, the Club must prepare and submit simultaneously to the Office of the Commissioner and the Players Association the concussion-specific diagnostic form rather than the Standard Form of Diagnosis that is required under Article XIII(C) of the Basic Agreement. However, a Club may place a Player on the 15-day or 60-day DL for a concussion without the prior approval of the Commissioner's Office that is required for placement on the 7-day DL.
4. Before any Player that has suffered a concussion is permitted to return to play in any game, regardless of whether the Player was previously placed on a DL for such injury, the Club must submit a "Return to Play" form and the supporting certifications and document referenced below, to MLB's Medical Director and the Players Association, and the Players Association must confirm receipt in writing (which it will do promptly). The Return to Play Form, a copy of which is attached hereto as Exhibit D, must contain the following certifications by the Club Physician and the ATC: (i) all symptoms have resolved; (ii) ImPACT testing has returned to range of baseline; (iii) the Player experienced no symptoms with exertion and baseball-related activities; (iv) the SCAT2 is within normal limits; and (v) the Club Physician has cleared the Player to participate in baseball activities. The Return to Play form must also be accompanied by the documentation supporting these certifications, including, but not limited to, copies of all ImPACT and SCAT2 tests and any reports by the Club Physician and the ATC.
5. If the Medical Director or the MLBPA expert questions whether the Player should be returned to play, they shall consult with each other as well as one of the outside experts on the Committee prior to making a decision. In addition, the Medical Director may direct the Club to have the Player evaluated by an MLB-approved MTBI specialist in the Club's home city before the Player is permitted to return to play. In the event the Medical Director and the MLBPA expert are unable to agree on the Player's return to play, they shall refer the matter to an independent expert selected by the Parties, who will determine in his sole discretion whether the Player should return to play.

6. The Commissioner's Office's will conduct an orientation for Club medical staffs regarding the protocols described herein, and will arrange training and education sessions for Club personnel throughout the course of the season and during the off-season, in which Players Association officials may participate. Club personnel will also be advised of concussion-related continuing education sessions conducted by the NATA and other national organizations. Finally, the Commissioner's Office and the Players Association will jointly create and distribute educational materials for Players on the assessment and management of concussions, including a Concussion Information Sheet and a joint memorandum.
7. This agreement shall constitute an "agreement" within the meaning of Article XI(A)(1)(a) of the Basic Agreement. In the event a Grievance is filed pursuant to Article XI of the Basic Agreement alleging non-compliance with the terms of this agreement, the Club, the Player involved, the Commissioner's Office and the Players Association will cooperate in scheduling the handling of such Grievance so that it may be submitted to arbitration on an expedited basis, consistent with the procedures in Article XI governing grievances involving Player safety and health.
8. The Parties will mutually agree upon a report to be compiled annually by the epidemiologist that will provide a summary of concussion activity for the preceding season, including the number of events, the circumstances attendant thereto, and the results of any treatment programs. Within 30 days of the issuance of the report, the Parties shall meet to discuss the report's contents and to review the functioning of the protocols and procedures established by this agreement.

Very truly yours,

Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

MLB Concussion Assessment Tool

This tool does not constitute, and is not intended to constitute, a standard of medical care. It is a guide derived from the Standardized Concussion Assessment Tool 2 (SCAT2) (McCrory, et al BJSM '09) and represents a standardized method of evaluating MLB players for concussion consistent with the reasonable objective practice of the healthcare profession. This guide is not intended to be a substitute for the clinical judgment of the treating healthcare professional and should be interpreted based on the individual needs of the patient and the specific facts and circumstances presented.

Player _____ Position _____ Club _____
 Injury Date _____ Time _____ am/pm during Game Practice Other _____
 Evaluation Date _____ Time _____ am/pm Evaluator _____ ATC / MD / DO
 Mechanism of Injury _____

SCAT2 Symptom Evaluation (Completed by Player)		Physical Signs Score Loss of consciousness or unresponsiveness? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, how many minutes? _____ Balance problems or unsteadiness? <input type="checkbox"/> Y <input type="checkbox"/> N Balance score (1 for each negative) _____ of 2	
How do you feel? Players should score themselves on the following symptoms, based on how they feel at the time. (0=None, 1=Mild, 3=Moderate, 6=Severe)		Coordination Examination Upper Limb Coordination: Finger-to-Nose Task Must fully touch nose and fully extend elbow. Which arm was tested: <input type="checkbox"/> Right <input type="checkbox"/> Left Scoring: 5 correct repetitions in < 4 seconds = 1 pt. Coordination Exam score _____ of 1	
Headache/Head Pressure 0 1 2 3 4 5 6 Neck Pain 0 1 2 3 4 5 6 Nausea/Vomiting 0 1 2 3 4 5 6 Dizziness 0 1 2 3 4 5 6 Blurred Vision 0 1 2 3 4 5 6 Balance Problems 0 1 2 3 4 5 6 Drowsiness 0 1 2 3 4 5 6 Fatigue/Low Energy 0 1 2 3 4 5 6 Confusion 0 1 2 3 4 5 6 "Don't Feel Right" 0 1 2 3 4 5 6 Feeling "In a Fog" 0 1 2 3 4 5 6 Difficulty Concentrating 0 1 2 3 4 5 6 Difficulty Remembering 0 1 2 3 4 5 6 Feeling Slowed Down 0 1 2 3 4 5 6 Sensitivity to Noise 0 1 2 3 4 5 6 Sensitivity to Light 0 1 2 3 4 5 6 Trouble Falling Asleep 0 1 2 3 4 5 6 Feeling More Emotional 0 1 2 3 4 5 6 Irritability 0 1 2 3 4 5 6 Sadness 0 1 2 3 4 5 6 Nervous or Anxious 0 1 2 3 4 5 6 Numbness or Tingling 0 1 2 3 4 5 6 Total Number of Symptoms _____ of 22 Symptom Severity Score (total number x 6) _____ of 132		Balance Examination Modified BESS Test Calculated by counting all errors during each of the three 20-second tests. The maximum number of errors for any single test is 10.	
Do symptoms worsen with physical activity? <input type="checkbox"/> Y <input type="checkbox"/> N Do symptoms worsen with mental activity? <input type="checkbox"/> Y <input type="checkbox"/> N Symptom score (22 minus total # of symptoms) _____ of 22		Types of Errors Include: 1. Hands off iliac crest 2. Opening eyes 3. Step, stumble or fall 4. Moving hip into > 30 degrees abduction 5. Lifting forefoot or heel 6. Remaining out of test position > 5 seconds	
Overall Rating: If you know Player well prior to injury, how different is he acting compared to his usual self? <input type="checkbox"/> No Different <input type="checkbox"/> Very Different <input type="checkbox"/> Unsure		Foot Tested (non-dominant foot): <input type="checkbox"/> Right <input type="checkbox"/> Left Double-Leg Stance (20 seconds) _____ of 10 Single-Leg Stance (20 seconds) _____ of 10 Tandem Stance (20 seconds) _____ of 10 Balance Exam score (30 minus total errors) _____ of 30	

MLB Concussion Assessment Tool (Continued)

<p>Cognitive Assessment Standardized Assessment of Concussion (SAC)</p> <p>SAC/Orientation (1 pt. for each correct)</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>What month is it?</td><td>0</td><td>1</td></tr> <tr><td>What is today's date?</td><td>0</td><td>1</td></tr> <tr><td>What day of the week is it?</td><td>0</td><td>1</td></tr> <tr><td>What year is it?</td><td>0</td><td>1</td></tr> <tr><td>What time is it? (within 1 hr.)</td><td>0</td><td>1</td></tr> </table> <p>SAC/Orientation score _____ of 5</p> <p>SAC/Immediate Memory (1 pt. for each correct) Player should repeat list of words in order. Complete all 3 trials regardless of score on trial 1 and 2. Do not inform Player that delayed recall will be tested.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr><th>List</th><th>Trial 1</th><th>Trial 2</th><th>Trial 3</th><th>Alternative Words</th></tr> </thead> <tbody> <tr><td>Elbow</td><td>_____</td><td>_____</td><td>_____</td><td>Candle Baby</td></tr> <tr><td>Apple</td><td>_____</td><td>_____</td><td>_____</td><td>Paper Monkey</td></tr> <tr><td>Carpet</td><td>_____</td><td>_____</td><td>_____</td><td>Sugar Perfume</td></tr> <tr><td>Saddle</td><td>_____</td><td>_____</td><td>_____</td><td>Wagon Iron</td></tr> <tr><td>Bubble</td><td>_____</td><td>_____</td><td>_____</td><td>Sunset Sandwich</td></tr> </tbody> </table> <p>SAC/Immediate Memory score _____ of 15</p> <p>SAC/Concentration (1 pt. for each correct) Read string and ask Player to repeat backwards. If correct, go to next string. If incorrect, read second string. Stop after incorrect on both trials.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr><th>Digits in Reverse Order</th><th>Alternative Digit Lists</th></tr> </thead> <tbody> <tr><td>4-9-3</td><td>0 1 6-2-9 5-2-6</td></tr> <tr><td>3-8-1-4</td><td>0 1 3-2-7-9 1-7-9-5</td></tr> <tr><td>6-2-9-7-1</td><td>0 1 1-5-2-8-6 3-8-5-2-7</td></tr> <tr><td>7-1-8-4-6-2</td><td>0 1 5-3-9-1-4-8 8-3-1-9-6-4</td></tr> </tbody> </table> <p>Months in Reverse Order Dec-Nov-Oct-Sep-Aug-Jul-Jun-May-Apr-Mar-Feb-Jan 0 1</p> <p>SAC/Concentration score _____ of 5</p>	What month is it?	0	1	What is today's date?	0	1	What day of the week is it?	0	1	What year is it?	0	1	What time is it? (within 1 hr.)	0	1	List	Trial 1	Trial 2	Trial 3	Alternative Words	Elbow	_____	_____	_____	Candle Baby	Apple	_____	_____	_____	Paper Monkey	Carpet	_____	_____	_____	Sugar Perfume	Saddle	_____	_____	_____	Wagon Iron	Bubble	_____	_____	_____	Sunset Sandwich	Digits in Reverse Order	Alternative Digit Lists	4-9-3	0 1 6-2-9 5-2-6	3-8-1-4	0 1 3-2-7-9 1-7-9-5	6-2-9-7-1	0 1 1-5-2-8-6 3-8-5-2-7	7-1-8-4-6-2	0 1 5-3-9-1-4-8 8-3-1-9-6-4	<p>Orientation/Maddocks Score Modified Maddocks Questions (1 pt. for each correct)</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>Which stadium are we in?</td><td>0</td><td>1</td></tr> <tr><td>What inning is it right now?</td><td>0</td><td>1</td></tr> <tr><td>Who scored last?</td><td>0</td><td>1</td></tr> <tr><td>Who did you play last game?</td><td>0</td><td>1</td></tr> <tr><td>Did you win the last game?</td><td>0</td><td>1</td></tr> </table> <p>Maddocks score _____ of 5</p> <p>SAC/Delayed Recall (1 pt. for each correct) Perform at end of all testing. Ask Player to recall list of words read earlier in any order</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr><th>List</th><th>Alternative Words</th></tr> </thead> <tbody> <tr><td>Elbow</td><td>Candle Baby</td></tr> <tr><td>Apple</td><td>Paper Monkey</td></tr> <tr><td>Carpet</td><td>Sugar Perfume</td></tr> <tr><td>Saddle</td><td>Wagon Iron</td></tr> <tr><td>Bubble</td><td>Sunset Sandwich</td></tr> </tbody> </table> <p>SAC/Delayed Recall score _____ of 5</p> <p>OVERALL SCORE</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>Symptom score</td><td>_____ of 22</td></tr> <tr><td>Physical Signs score</td><td>_____ of 2</td></tr> <tr><td>Coordination Exam score</td><td>_____ of 1</td></tr> <tr><td>Balance Exam score</td><td>_____ of 30</td></tr> <tr><td colspan="2"><hr/></td></tr> <tr><td>Subtotal</td><td>_____ of 55</td></tr> <tr><td>SAC/Orientation score</td><td>_____ of 5</td></tr> <tr><td>SAC/Immediate Memory score</td><td>_____ of 15</td></tr> <tr><td>SAC/Concentration score</td><td>_____ of 5</td></tr> <tr><td>SAC/Delayed Recall score</td><td>_____ of 5</td></tr> <tr><td colspan="2"><hr/></td></tr> <tr><td>SAC subtotal</td><td>_____ of 30</td></tr> <tr><td>SCAT2 total</td><td>_____ of 85</td></tr> <tr><td>Maddocks score total</td><td>_____ of 5</td></tr> </table>	Which stadium are we in?	0	1	What inning is it right now?	0	1	Who scored last?	0	1	Who did you play last game?	0	1	Did you win the last game?	0	1	List	Alternative Words	Elbow	Candle Baby	Apple	Paper Monkey	Carpet	Sugar Perfume	Saddle	Wagon Iron	Bubble	Sunset Sandwich	Symptom score	_____ of 22	Physical Signs score	_____ of 2	Coordination Exam score	_____ of 1	Balance Exam score	_____ of 30	<hr/>		Subtotal	_____ of 55	SAC/Orientation score	_____ of 5	SAC/Immediate Memory score	_____ of 15	SAC/Concentration score	_____ of 5	SAC/Delayed Recall score	_____ of 5	<hr/>		SAC subtotal	_____ of 30	SCAT2 total	_____ of 85	Maddocks score total	_____ of 5
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Concussion Diagnostic Form for 7-Day Disabled List Placement

A completed form and any supporting information (including, but not limited to, a completed SCAT2 form) must be submitted to 7dayDL@mlb.com before the player is placed on the 7-day DL. The Commissioner's Office will inform the Club if the 7-day DL placement is approved and enter it into eBis.

Club Requesting that Player Be Placed on 7-Day DL Yes No

Player Name _____

Club _____

Position _____

Nature of Injury (include video information if available)

Event Form Entered into EMR System Yes No

Date of Injury _____ Diagnosis Description _____

Event that Caused Injury _____

Was Player Removed from a Game? _____

Other Associated Injuries _____

Basis of Concussion Diagnosis (attach SCAT2 Assessment Form if available)

Signs and Symptoms of Impairment _____

SCAT2 Assessment Performed Yes No

SCAT 2 Performed By _____

SCAT2 Assessment Indicated a Concussion Yes No

Certifications

Home Club Physician Name _____ Home Club Physician Signature _____

Date _____

Player's Club ATC Name _____ Player's Club ATC Signature _____

Date _____

cc: Player
Players Association

Concussion Diagnostic Form for 15-Day Disabled List Placement

Clubs must submit this form in lieu of the Standard Form of Diagnosis to place a player on the 15-Day DL for a concussion. A Club may place a player on the 15-Day DL for a concussion without the preapproval from the Commissioner's Office as is required for placement on the 7-Day DL.

Club Requesting that Player Be Placed on 15-Day DL for a Concussion Yes No

Player Name _____

Club _____

Position _____

Nature of Injury (include video information if available)

Event Form Entered into EMR System Yes No

Date of Injury _____ Diagnosis Description _____

Event that Caused Injury _____

Was Player Removed from a Game? _____

Other Associated Injuries _____

Basis of Concussion Diagnosis (attach SCAT2 Assessment Form if available)

Signs and Symptoms of Impairment _____

SCAT2 Assessment Performed Yes No

SCAT 2 Performed By _____

SCAT2 Assessment Indicated a Concussion Yes No

Certifications

Home Club Physician Name _____ Home Club Physician Signature _____

Date _____

Player's Club ATC Name _____ Player's Club ATC Signature _____

Date _____

cc: Player
 Players Association

Concussion Return to Play Form

Prior to the time a concussed player is permitted to play in any game (including Major League, Minor League, or Extended Spring Training games), the Club must submit this form to MLB's Medical Director. Submission of this form is required irrespective of whether the player was placed on the Disabled List, and applies to both the Major League and Minor League levels.

Player Name _____

Club _____

Position _____

Concussion Symptom Data

Date of Injury _____ Diagnosis Description _____

Returning From: Active Roster 7-Day DL 15-Day DL 60-Day DL

Name of Consulting MTBI Specialist _____

All Concussion Symptoms Resolved Yes No

ImPACT Testing has Returned to the Range of Baseline Yes No

Player Experienced No Symptoms with Exertion Yes No

Player Experienced No Symptoms with Baseball-Related Activities Yes No

SCAT2 Last Performed on _____ is Within Normal Limits* Yes No

Club Physician has Cleared Player to Participate in Baseball-Related Activities Yes No

Limitations, if any, Placed on Player by Club Physician _____

Certifications

Club Physician Name _____ Club Physician Signature _____

Date _____

Club ATC Name _____ Club ATC Signature _____

Date _____

cc: Player
 Players Association

*Attach all SCAT2 Assessment Forms

ATTACHMENT 37

David M. Prouty, Esquire
Chief Labor Counsel
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Dear David:

This letter will memorialize our agreement on “mini-camps”.

1. Mini-camps shall be limited to workouts and activities designed to acclimate players to a Major League clubhouse (e.g., seminars on handling the media, team-building exercises, casual group activities, etc.). Clubs may not negotiate or attempt to negotiate directly with a Player his salary or other terms of a Uniform Player’s Contract (“UPC”) during a mini-camp.
2. Clubs may hold mini-camps that include 40-man roster Players for no more than seven days during the month of January. The mini-camp must be located at the Club’s spring training facility or in the Club’s home city and must be completed before February 1.
3. The only 40-man roster Players who may be invited to attend a mini-camp are those with less than three years of Major League service who also are not eligible for salary arbitration that year (“Eligible Invitees”). No more than 15 Eligible Invitees may be invited to a Club’s mini-camp.
4. Attendance by 40-man roster Players at a Club’s mini-camp is purely voluntary. The parties acknowledge that it is essential to this agreement that Clubs refrain from any activity which suggests that invitations to mini-camps are anything less than entirely up to the Player. There will be no consequences to an Eligible Invitee if he decides not to attend.
5. On or before December 15, the Club must identify for the Office of the Commissioner any 40-man roster Players that the Club wishes to invite to attend mini-camp in January. The Office of the Commissioner, in turn, will inform the Association of which Clubs intend to conduct mini-camps and identify any 40-man roster invitees.

6. All invitations sent to 40-man roster Players to a Club's mini-camp must come exclusively through the Office of the Commissioner in the form of the following standard invitation letter, a copy of which shall be provided to the Players Association contemporaneously with the invitation to the Player:

On behalf of the Club, you are hereby invited to attend a mini-camp that the Club will hold at the following dates, times and locations. First-class jet air and hotel accommodations, if practicable, will be provided. Please be advised that, pursuant to Attachment 37 of the Basic Agreement between the 30 Major League Clubs and the Major League Baseball Players Association, attendance at this mini-camp is purely voluntary. There will be absolutely no consequences if you decide not to attend.

Please let me know by January 1 whether you plan to attend the mini-camp. Feel free to contact me if you have any questions.

7. Clubs may not follow-up on the invitation of a 40-man Player either in writing or verbally, or either directly or indirectly (e.g., through an agent). The Office of the Commissioner will coordinate any logistical follow-up that is necessary. However, if a Player responds directly to the Club rather than the Commissioner's Office, the Club may then proceed to coordinate travel plans and inform the Player of any other pertinent details.
8. Nothing herein is intended to restrict or otherwise modify a Club's rights under Regulation 2 to prescribe or direct treatment for, or otherwise follow-up on the health or medical condition of, an injured player during the off-season.

Sincerely,

Daniel R. Halem
Senior Vice President,
General Counsel-Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 38

David M. Prouty, Esquire
Chief Labor Counsel
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Dear David:

This will confirm our agreement that Clubs and Players are prohibited from including as a Special Covenant to a Uniform Player's Contract ("UPC") a provision that requires the Club to provide the Player with the same terms for a particular benefit that the Club provides to another Player in a subsequently entered UPC. (These provisions are commonly referred to in the vernacular as "most favored nations" provisions.)

Sincerely,

Daniel R. Halem
Senior Vice President,
General Counsel-Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 39

**CONSENT FORM
REHABILITATION ASSIGNMENT**

To: [CLUB]

TO BE COMPLETED BY PLAYER:

[PLAYER] consents to his assignment to [MINOR LEAGUE AFFILIATE] for [NUMBER OF DAYS] the purpose of rehabilitation as provided under the terms of the Basic Agreement.

(PLAYER INITIALS):

I understand that under the Basic Agreement my written consent is required to initiate a rehabilitation assignment, and that the duration of my rehabilitation assignment must be negotiated with the Club.

I have negotiated with the Club and hereby consent to a rehabilitation assignment of _____ days.*

* (Maximum of twenty (20) days for position players; thirty (30) days for pitchers.)

Player's Signature

Date

Important

cc: Office of the Commissioner (Baseball Operations)
 Labor Relations
 MLB Players Association

ATTACHMENT 40

Daniel R. Halem, Esquire
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner
245 Park Avenue
New York, New York 10167

Re: Social Media

Dear Dan:

I write to confirm our agreement concerning the Office of the Commissioner’s adoption of a policy addressing certain limitations on the uses of Social Media by employees, including Players (the “Policy”).

1. The Players Association will not challenge in any forum the Office of the Commissioner’s implementation of the Policy, or the facial validity of its prohibitions.
2. No Club may maintain its own policies restricting the use of Social Media by Players. Nothing in this agreement is intended to restrict Club or Commissioner’s Office policies encouraging the use of Social Media.
3. A Player may be disciplined by either the Commissioner or his Club for a violation of the Policy, but not by both for the same conduct. All discipline under the Policy by a Club or the Commissioner must be for just cause in accordance with Article XII of the Basic Agreement. In any grievance involving the discipline of a Player for an alleged violation of the Policy, the Association agrees it will not challenge the reasonableness of the applicable aspect(s) of the Policy involved, but reserves all of its other defenses in any such grievance, including the right to assert that the amount of discipline imposed is not supported by just cause.

4. This agreement shall not be used by either party as precedent or in support of its position in any proceeding or dispute other than a proceeding involving an alleged violation of its terms. Moreover, this agreement and the Policy itself (including the definitions therein) shall not be cited and shall have no consequence in any negotiation or business transaction involving the parties.

Very truly yours,

David M. Prouty
Chief Labor Counsel
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

ATTACHMENT 41

David M. Prouty, Esquire
Chief Labor Counsel
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Dear David:

The purpose of this letter is to confirm our understanding that on or before March 1 of every year, the Office of the Commissioner shall issue a memorandum to all Major League Chief Financial Officers reminding the Clubs of their obligations under Articles VII(B)(5) and VII(C)(6) of the Basic Agreement, and stating that the Clubs should (1) treat as income for tax purposes only that portion of the daily in-season meal and tip allowances (Article VII(B)(3)) that are over the federal *per diem* rate for meals and incidental expenses for the city to which the Club has traveled; and (2) treat as income for tax purposes only that portion of the spring training allowances (Article VII(C)(1), (2) and (4)) that are over the federal *per diem* rate for lodging, meals and incidental expenses.

Sincerely,

Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 42

David M. Prouty, Esquire
Chief Labor Counsel
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Dear David:

This will confirm our agreement that Clubs and Players are prohibited from including as a Special Covenant to a Uniform Player's Contract ("UPC") a provision that gives the Club the right to void a guaranteed year of the contract based on the occurrence or non-occurrence of certain events.

Nothing herein is intended to preclude Clubs and Players from agreeing to include as a Special Covenant to a UPC an option to extend the term of a guaranteed contract, including an option that vests as a result of the occurrence or non-occurrence of certain events. Moreover, the parties reserve their legal positions regarding the enforceability of any other Special Covenants to a UPC, including but not limited to Special Covenants that limit the extent of a guarantee or otherwise permit the Club to convert the UPC into a non-guaranteed contract.

Sincerely,

Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 43

David M. Prouty, Esquire
Chief Labor Counsel
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Dear David:

The purpose of this letter is to confirm the parties' understanding that a player (a) who has at least one day of Major League service during any championship season; (b) whose contract is assigned outright at any time after the conclusion of the Minor League season; and (c) who is tendered a Salary Addendum pursuant to MLR 3(h)(2) and Paragraph VII(A) of the Minor League UPC for the next championship season, may not be tendered at a salary rate that is less than 80% of (y) the monthly salary rate set out in the player's most recently executed Addendum C; or (z) the minimum salary for Minor League service contained in the Basic Agreement for players with at least one day of Major League Service during any championship season, whichever is greater.

Very truly yours,

Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 44

Rick Shapiro, Esquire
Senior Advisor
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Re: Contract Tender of Rule 5 Players

Dear Rick:

This letter confirms our agreement on the tender of Uniform Player's Contracts to Players who are selected in the Rule 5 Draft. By 5 P.M. Eastern Time on the day of the Rule 5 Draft, the Labor Relations Department will provide the Players Association with an addendum to the original Tender Letter that includes all Players selected in the Draft and their corresponding tender amounts.

Very truly yours,

Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

ATTACHMENT 45

Rick Shapiro, Esquire
Senior Advisor
Major League Baseball
Players Association
12 East 49th Street
New York, New York 10017

Re: Article XX(B) (Qualifying Offers)

Dear Rick:

The purpose of this letter is to memorialize our understanding regarding the calculation of Qualifying Offers pursuant to Article XX(B)(3) of the Basic Agreement. Pursuant to Article XX(B)(3), a Qualifying Offer must provide a salary equal to the average salary of the 125 highest-paid Players for the prior season, except that a Qualifying Offer may not provide a salary below the Qualifying Offer for the 2012 season.

1. The 125 highest-paid Players initially shall be derived from all Players on a 40-man roster or 60-Day Disabled List on August 31 of the most recently completed season (“Eligible Players”).
2. In determining the 125 highest-paid Players, each Player’s salary for the season at issue (“Salary”) shall be calculated by adding the following: (i) the Player’s base salary for the year at issue as set forth in Joint Exhibit 1 (adjusted pursuant to any salary escalator effective for that season); (ii) a prorated portion of any applicable signing bonus; (iii) a prorated portion of any buyout associated with the first Club or Mutual option year of the Contract (or a deduction of the amount of the buyout if the option was exercised as described in Addendum A); and (iv) any bonuses that were earned by the Player as of the conclusion of the championship season. If any portion of the Player’s earnings in items (i)-(iv) of this paragraph is deferred, his Salary shall be discounted pursuant to the formula set forth in Addendum A.
3. If a Player is not an Eligible Player because his Major League Uniform Player’s Contract (“UPC”) covering the season at issue was terminated between the conclusion of the prior championship season and August 31 of the recently completed championship

season, and, following the termination, the Player was owed the remaining salary for the recently completed championship season as termination pay, the Player's Salary under his terminated UPC (as calculated pursuant to paragraph 2 above) shall be included in determining the 125 highest-paid Players. Except as set forth in paragraph 4 below, if a Player was signed to more than one UPC covering the applicable season, the UPC that results in the highest Salary under the calculation set forth in paragraph 2 above (including a terminated UPC covered by paragraph 2 above) will be used to determine the 125 highest-paid Players.

4. If a Player and Club replace a UPC during the championship season with a new UPC covering that season, the Player's base salary, pro rata signing bonus and pro rata buyout for that championship season for purposes of Section 2(i)-(iii) above will be sum of the following: (1) the base salary, pro rata signing bonus and pro rata buyout under the first UPC for that season each shall multiplied by a fraction, the numerator of which is the number of days in the championship season that the Player was covered by the UPC and the denominator is the number of days in that championship season; and (2) the base salary, pro rata signing bonus, and pro rata buyout under the new UPC for that season each shall be multiplied by a fraction, the numerator of which is the number of days in the championship season that the Player was covered by the new UPC and the denominator is the number of days in that championship season.
5. If a Player is not signed to a Major League UPC as of Opening Day, but signs a UPC during the championship season, the base salary under that UPC for purposes of Section 2(i) above will be determined by multiplying the base salary under the UPC by a fraction, the numerator of which is the number of days in the championship season that the Player was covered by the UPC and the denominator is the number of days in the championship season.
6. The Qualifying Offer (as calculated pursuant to this letter) shall be increased by 0.08% to account for award bonuses that may be earned after the conclusion of the championship season and thus are not included in the calculation. The average salary shall then be rounded to the nearest \$100,000.

7. The parties shall confer on or before the 7th day following the last championship season game to discuss the calculation of the average salary of the 125 highest-paid Players, and shall confirm the average no later than the 10th day following the last championship season game.

Set forth in Addendum A is a more detailed description of the above calculation. Nothing contained in this letter may be relied upon by either party in any proceeding except a proceeding involving the calculation of Qualifying Offers under Article XX(B)(3).

Very truly yours,

Daniel R. Halem
Senior Vice President,
General Counsel–Labor
Major League Baseball
Office of the Commissioner

Addendum A

Calculation of Player Salary

General Rule

Player Salary = Base Salary + Pro-rated Signing Bonus + Pro-rated Buyout on First Club or Mutual Option Year + Earned Bonuses (as of conclusion of championship season)

Base Salary

The base salary shall be as stated in the contract for the year at issue (or at the increased base salary figure if an escalator provision had been triggered).

Pro-rated Signing Bonus

Any signing bonus included in a Uniform Player's Contract (and any other payment determined to be the equivalent of a signing bonus) shall be attributed, pro rata, over the guaranteed years of the Contract. If a Contract contains no guaranteed years, the signing bonus shall be attributed in full to the first year of the Contract. No portion of the signing bonus shall be attributed to any option year. If a Player's Contract is assigned to another Club, the pro-rated portion of the signing bonus will continue to be included in the Player's Salary.

Pro-rated Buyout for First Club or Mutual Option Year

The buyout associated with the first Club or Mutual Option Year shall be attributed, pro rata, over the guaranteed years of the Contract. If a Contract contains no guaranteed years, the buyout shall be attributed in full to the first year of the Contract. No portion of the buyout shall be attributed to any option year. If the Player's Contract is assigned to another Club, the pro-rated portion of the buyout will continue to be included in the Player's Salary.

If the first Club or Mutual option is exercised, and no buyout is paid by the Club, the full amount of the buyout will be deducted from the base salary of the option year when calculating the Player's Salary for the option year pursuant to paragraph 2 of the letter agreement. For multiyear contracts that began prior to 2012, only the portion of the buyout that was attributed, pro rata over contract years beginning in 2012 will be deducted from the base salary of the option year.

If a Contract contains multiple Club or Mutual option years with associated buyouts, the buyout associated with the first option year will be prorated over the guaranteed years of the contract, and no other buyout amounts will be included in the calculation of the Player's Salary.

Earned Bonuses

Performance, award, assignment, and other bonuses earned for performing or otherwise providing services under a contract shall be included in a Player's Salary if those bonuses were earned as of the conclusion of the championship season.

Deferred Compensation

If a Uniform Player's Contract contains compensation that is payable beyond the guaranteed term of the Contract, such compensation shall be considered "deferred compensation". All deferred compensation shall be included in a Player's Salary in the year in which it is earned at an amount equal to the discounted present value of such deferred amount. (Salary that is earned in one year of a contract but paid in a later year of the contract, on the other hand, shall not be considered deferred compensation. Such compensation shall be included in a Player's Salary at its stated value in the year in which it is earned.) Deferred base salary shall be discounted back to June 30 of the season in which it is earned; a deferred signing bonus shall be discounted back to the date the contract is signed; and a deferred performance, award and other bonus shall be discounted back to the date the bonuses were earned.

The deferred compensation shall be discounted using the Article XV(L) rate from the November 1 preceding the season in which the compensation was earned. For discounting purposes, interest shall be compounded on an annual basis.

ATTACHMENT 46

International Amateur Talent

I. International Talent Committee

- A. No later than December 15, 2011, the parties shall form an International Talent Committee (“Committee”) to discuss the development and acquisition of international players, including the potential inclusion of international amateur players in a draft, and to examine the rules and procedures pursuant to which international professional players sign contracts with Clubs. The MLB Executive Vice President for Labor and Human Resources and the Executive Director of the MLBPA (or their designees) shall serve as co-chairs of the Committee, and each of them will appoint three additional members of the Committee.
- B. The Committee shall hold its first meeting on or before January 15, 2012, and will meet twice a month thereafter. The meetings of the Committee may be attended by staff members of the MLBPA and Office of the Commissioner, and representatives of Clubs and Players who are requested to participate by the Committee.
- C. The Committee may retain outside experts to assist it with its deliberations, and any reasonable costs associated with the retention of the experts will be borne by the Office of the Commissioner.
- D. The Committee will be charged with advising the MLBPA and the Office of the Commissioner on the following matters:
 1. If there is an international draft, whether international players should be part of a single worldwide draft (including players currently covered by the Rule 4 Draft) or a separate draft (or drafts).
 2. The appropriate age at which international amateur players should be signed to professional contracts.
 3. If there are to be multiple drafts, whether players from Puerto Rico should remain in the Rule 4 Draft or instead be part of an international draft.

4. The development of appropriate country-by-country plans for playing and development opportunities for players prior to draft eligibility, including expansion of the El Torneo Supremo.
5. The development of appropriate plans to provide undrafted or unsigned players (including players age 18 to 21) from Latin America with an opportunity to continue their development, including the creation of a new league or leagues, or the addition of centrally-operated Clubs in the Dominican Summer League (“DSL”).
6. Whether and how regulations should be put in place regarding representation of international amateur players (e.g., “independent trainers” and agents).
7. Improving the education and acculturation programs of Clubs at their international academies.
8. What safeguards should be established in relation to any signing bonus payments made to international amateur players.
9. The laws of the countries from which international players are signed and how those laws should affect the actions of the parties.
10. What actions are necessary in order to achieve the negotiation of a revised agreement between MLB and the Mexican League that allows players greater choice of where to play and promotes a fair and open system of player movement.
11. What actions are necessary in order to achieve the negotiation of revisions to the protocol agreements with the Korean Professional Baseball League, the Japanese Professional Baseball League, and the Taiwan R.O.C. League to accommodate a draft.
12. How Cuban players should be treated under an amateur talent system in light of the legal and political factors that affect their signability.

- E. No draft of international amateur players may be implemented in 2013 unless the following conditions are satisfied by June 1, 2012:
 - 1. A new agreement is reached with the Mexican League consistent with paragraph I.D.10 above.
 - 2. The protocol agreements with the Korean Professional Baseball League, the Japanese Professional Baseball League, and the Taiwan R.O.C. are revised, consistent with paragraph I.D.11 above.
 - 3. A league and/or additional DSL teams to provide playing opportunities for undrafted/unsigned players are organized to begin play no later than June of the year in which a draft covering international amateurs is scheduled to begin.
 - 4. The country-by-country plans referred to in paragraph D.4 above have been completed for the countries of origin of at least 85% of the international players signed in 2011.
 - 5. Appropriate understandings are reached with government officials in the Dominican Republic (and other countries as necessary).
 - 6. Agreement is reached on a procedure for regulating representatives of international amateur players.
- F. If it believes that the conditions listed in paragraph I.E above have been achieved by June 1, 2012, the Office of the Commissioner may give notice that it intends to commence operation of a draft (or drafts) covering international amateur players for the 2013 season and subsequent seasons. Written notice of such intent must be provided to the MLBPA by no later than June 15, 2012, and such notice must include a detailed explanation of the rules and procedures that the Office of the Commissioner intends to use for the draft. The MLBPA may veto the commencement of a draft (or drafts) covering international amateur players for the 2013 season and subsequent seasons by providing written notice of its objection to the Office of the Commissioner by July 1, 2012.

G. If a draft (or drafts) covering international amateur players does not commence in the 2013 season, and irrespective of whether the conditions set forth in I.E have been satisfied, the Office of the Commissioner may provide notice to the MLBPA that it intends to commence operation of a draft (or drafts) covering international amateur players for the 2014 season and subsequent seasons. Written notice of such intent must be provided to the MLBPA by no later than June 1, 2013, and such notice must include a detailed explanation of the rules and procedures that the Office of the Commissioner intends to use for the draft. The MLBPA may veto the commencement of a draft (or drafts) covering international amateur players for the 2014 season and subsequent seasons by providing written notice of its objection to the Office of the Commissioner by June 15, 2013.

II. International Amateur Talent System

A. Calculation of Club Signing Bonus Pool

1. For the 2012-2013 signing period, each Club will be allocated a Signing Bonus Pool of \$2.9 million.
2. For each signing period following the 2012-2013 signing period, each Club will be allocated a Signing Bonus Pool based on inverse order of its prior season's winning percentage. The Signing Bonus Pool will be calculated by assigning four bonus values to each Club, and adding \$700,000 to the aggregate sum of those values. The Office of the Commissioner will distribute each Club's preliminary Signing Bonus Pool and corresponding bonus values by April 1, and final Signing Bonus Pool no later than June 15.
3. For the 2012-2013 and 2013-2014 signing periods only, a Club's six highest signing bonuses that are equal to or less than \$50,000 will not count toward its Signing Bonus Pool. In addition, bonuses provided to players of \$7,500 or less will not count toward a Club's Signing Bonus Pool.
4. For signing periods after the 2013-2014 signing period, bonuses provided to players of \$10,000 or less will not count toward a Club's Signing Bonus Pool.

5. Signing Bonus Pools will be increased each year based on the annual growth rate of total industry revenue. For the 2013-2014 signing period, the Signing Bonus Pools will be increased by the growth rate of total industry revenue from 2011 to 2012.
6. If the number of international players signed to contracts falls below 600 for the period between January 1, 2012 and December 31, 2012, Clubs' Signing Bonus Pools will be increased by 5% for the 2013-2014 signing period. Notwithstanding the above, if the Office of the Commissioner establishes that the decrease in signings is attributable to changes in government regulations in certain countries (e.g., Venezuela), Clubs' Signing Bonus Pools will not be increased pursuant to this provision. Consideration also will be given to changed circumstances, including political or governmental changes, that would be expected to increase the number of international amateur signings (e.g., Cuba).

B. Signing Period

For purposes of determining compliance with a Club's Signing Bonus Pool, a signing period shall begin on July 2nd and end on June 15th the following year. The period between June 15 and July 2 will be a "closed period" in which international players may not sign contracts. By way of example, the 2012-2013 signing period shall commence on July 2, 2012 and end on June 15, 2013. If there is no draft in 2013, the 2013-2014 signing period shall commence on July 2, 2013 and end on June 15, 2014. Any Club that fails to submit a contract to the Office of the Commissioner in order to circumvent the system will be subject to penalties determined by the Commissioner.

C. Penalties for Exceeding The Signing Bonus Pool

1. Penalties in Signing Periods Preceding a Draft Year.

In any signing period commencing in the year prior to a year in which there will be an international draft, a Club that exceeds its Signing Bonus Pool will be subject to the penalties listed below. By way of example, if there will be a draft in 2013, a Club that exceeds its Signing Bonus Pool

in the 2012-2013 signing period will be subject to these penalties. Similarly, if there will be a draft in 2014, a Club that exceeds its Signing Bonus Pool in 2013-2014 will be subject to the penalties.

- a. 0-5% in excess of Pool—75% tax on all of the Pool overage.
- b. 5-10% in excess of Pool—75% tax on all of the Pool overage and loss of 1st round pick in the next succeeding international draft.
- c. 10-15% in excess of Pool—100% tax on all of the Pool overage and loss of 1st round pick and 2nd round pick in next succeeding international draft.
- d. 15% or greater in excess of Pool—100% tax on all of the Pool overage and loss of 1st round picks in next two succeeding international drafts.

Note: If a Club exceeds its Signing Bonus Pool, and it does not possess the draft picks subject to forfeiture as a result of being penalized in a prior year under the agreement, it will forfeit the designated draft picks in the next draft in which it possesses the relevant picks.

2. Interim Penalties in the 2012-2013 and 2013-2014 Signing Periods.

If a draft will not occur in 2013 and/or 2014 either because the conditions set forth in paragraph I.E above were not satisfied, or the MLBPA exercised its veto rights under paragraphs I.F or I.G above, Clubs that exceed their Signing Bonus Pool in the 2012-2013 signing period and/or 2013-2014 signing period will be subject to the following penalties:

- a. 0-5% in excess of Pool—75% tax on all of the Pool overage.
- b. 5-10% in excess of Pool—75% tax on all of the Pool overage and loss of right to provide more than one player in the next succeeding signing period with a bonus in excess of \$500,000.

- c. 10-15% in excess of Pool—100% tax on all of the Pool overage and loss of right to provide any player in the next succeeding signing period with a bonus in excess of \$500,000.
- d. 15% or greater in excess of Pool—100% tax on all of the Pool overage and loss of right to provide any player in the next succeeding signing period with a bonus in excess of \$250,000.

3. Penalties Beginning in the 2014-2015 Signing Period if there is not an international draft.

If an international draft does not occur by July 2014, Clubs that exceed their Signing Bonus Pools beginning in the 2014-2015 signing period will be subject to the following penalties:

- a. 0-5% in excess of Pool—100% tax on all of the Pool overage.
- b. 5-10% in excess of Pool—100% tax on all of the Pool overage and loss of right to provide any player in the next signing period with a bonus in excess of \$500,000.
- c. 10-15% in excess of Pool—100% tax on all of the Pool overage and loss of right to provide any player in the next succeeding signing period with a bonus in excess of \$300,000.
- d. 15% or greater in excess of Pool—100% tax on all of the Pool overage and loss of right to provide any player in the next two succeeding signing periods with a bonus in excess of \$300,000.

Note: If a Club exceeds its Signing Bonus Pool, and it had already lost the right to sign players in the signing period in which the Club is to be penalized, it will be assessed the designated penalty in the first signing period in which it is not subject to any penalties under this provision.

4. During the 2012-2013 and 2013-2014 signing periods, any tax proceeds generated as a result of a Club exceeding its Signing Bonus Pool will be used by the Office of the Com-

missioner, after considering the recommendations of the Committee, to offset the cost of international reforms. Thereafter, unless an international draft becomes operational, the Office of the Commissioner may use the tax proceeds to further the international development of baseball.

D. Assignment of Signing Bonus Values

Beginning in the 2013-2014 signing period, Clubs may assign any of the four bonus values that comprise their Signing Bonus Pool in accordance with the following:

1. A Club only may assign the total amount of a bonus value, but not a portion thereof. For example, a Club with an international bonus value of \$1 million may assign the \$1 million value to another Club, but may not assign only a portion of that value.
2. In any assignment of a bonus value, the Signing Bonus Pool of the assignor Club will be reduced by the amount of the value, and the Signing Bonus Pool of the assignee Club will be increased by the amount of the value.
3. In any signing period, a Club may not acquire via an assignment bonus values that constitute in the aggregate more than 50% of its original Signing Bonus Pool. By way of example, a Club with a Signing Bonus Pool of \$4 million could not acquire via assignment more than \$2 million in additional Signing Bonus Pool capacity. If a Club does acquire via assignments more Signing Bonus Pool capacity than is permitted under this paragraph, its Signing Bonus Pool will be reduced to 150% of its original Signing Bonus Pool.
4. A Club may not acquire bonus values via an assignment after it has exceeded its available Signing Bonus Pool. By way of example, if a Club had \$1 million left in its Signing Bonus Pool on August 1, and signed a player for \$1.5 million on August 15, it could not acquire additional bonus values after it signed the player on August 15.
5. Cash consideration of any kind is not permitted to be included in a trade involving a Club's bonus values unless

the cash consideration is included to offset the salary obligation of another player included in the assignment (and is no greater than such obligations), subject to the Commissioner's approval.

6. A Club may only assign its bonus values for a signing period during that signing period. For example, a Club may not assign its bonus values for the 2015-2016 signing period during the 2014-2015 signing period.

E. Players Covered by a Club's Signing Bonus Pool and Exemptions from Pool

1. International Players (defined as players who are residents of any country or territory other than the United States, Canada, and Puerto Rico) will be covered by a Club's Signing Bonus Pool unless exempted pursuant to subparagraphs E.2 below.
2. Bonuses paid to International Players will not count toward a Club's Signing Bonus Pool in the following two circumstances:
 - a. Players who previously contracted with a Major or Minor League Club.
 - b. Players who are least 23 years of age and have played as a professional in a league recognized by the Commissioner's Office for a minimum of five seasons. During the 2012-2013 and 2013-2014 signing periods, Cuban players who are at least 23 years of age and have played as a professional in a Cuban professional league for a minimum of three seasons will be covered by this exemption. In all signing periods following the 2013-2014 signing period, Cuban players only will be exempt if they are 23 years of age and have played as a professional in a Cuban professional league for a minimum of five seasons.

F. Registration Process for Each Signing Period

1. A player must be registered with the Office of the Commissioner by the May 1 preceding the signing period in order to sign a contract during the signing period.

2. Any prospect who is not registered with the Office of the Commissioner as of the May 1 deadline, or who refused to register (including submit to an appropriate age and identity investigation and/or a drug test), will not be eligible to be signed during the next signing period unless the Commissioner determines that the player has a compelling justification for his failure to register.
3. The Office of the Commissioner and the Players Association will agree on a country-by-country basis to a set of procedures to facilitate the registration of players.
4. As of June 21st of each year, the Office of the Commissioner will provide to all Clubs a list of international prospects who registered for the next signing period.
5. Players who are determined to have falsified their age or identity in the registration process will be subject to the penalties as set forth in MLR 3(a)(1)(E).
6. Any player who is eligible to sign a Minor League Uniform Player Contract under Major League Rule 3(a)(1)(B) prior to July 2, 2012 will be exempt from the registration requirement.
7. All applicable memoranda distributed by the Office of the Commissioner will be amended to reflect the registration calendar established in this paragraph II.F.

G. Contract Requirements

1. All players who are covered by a Club's Signing Bonus Pool must sign a Minor League Uniform Player Contract.
2. The Office of the Commissioner shall provide to the Players Association with access to all contracts that are governed by the regulations of this subsection II.
3. The Players Association will not grieve or otherwise challenge the Office of the Commissioner's modification of the Major League Rules to permit Clubs to include a special covenant in a first-year Minor League contract providing the Club with the right to void the contract *ab*

initio if it determines within six (6) months of the signing date that the player falsified his age or identity in connection with signing the contract. The Players Association's agreement not to grieve or challenge the Rule change is conditioned on the Office of the Commissioner providing players whose contracts are voided with a fair dispute resolution procedure that culminates in arbitration before a neutral arbitrator in a forum that is convenient for the player (e.g., a player's native country, the country in which the contract is executed, etc.). The agreement of the Players Association not to grieve or challenge the Rule change is conditioned upon the right to review and approve said dispute resolution procedure, which approval shall not be unreasonably withheld. In addition, the Office of the Commissioner agrees to give MLBPA written notice of any action by a Club voiding a contract pursuant to this subsection G.3.

III. Education Committee

The parties will establish a permanent Education/Vocational Committee consisting of representatives of both parties to assist international players who are not drafted, or are released prior to reaching the Major Leagues, with their transition to educational/vocational programs or the workforce. The Office of the Commissioner will provide the Committee with an annual operating budget. The Committee will focus on the following activities:

- A. Working with government officials in various countries to expedite the entry of the former players into government or private education or vocational programs.
- B. Assisting former players in applying for scholarships or grants.
- C. Establishing programs with local educational institutions or employers to help former players obtain jobs or training.
- D. Working with agencies and private groups in the United States to provide scholarships to former players.

- E. Reviewing the quality of playing opportunities for players not selected in the draft or who elected not to sign.

IV. Sunset

If the parties fail to reach a new Basic Agreement by the end of the 2016-2017 signing period, the status quo will revert to the system governing international signings prior to the execution of the new Basic Agreement.

SCHEDULE A
MAJOR LEAGUE
UNIFORM PLAYER'S CONTRACT

Parties

Between _____, herein called the Club,
and _____
of _____, herein called the Player.

Recital

The Club is, along with other Major League Clubs, signatory to the Major League Constitution and has subscribed to the Major League Rules.

Agreement

In consideration of the facts above recited and of the promises of each to the other, the parties agree as follows:

Employment

1. The Club hereby employs the Player to render, and the Player agrees to render, skilled services as a baseball player during the year(s) _____ including the Club's training season, the Club's exhibition games, the Club's playing season, the Wild Card Game, the Division Series, the League Championship Series and the World Series (or any other official series in which the Club may participate and in any receipts of which the Player may be entitled to share).

Payment

2. For performance of the Player's services and promises hereunder the Club will pay the Player the sum of \$ _____ in semi-monthly installments after the commencement of the championship season(s) covered by this contract except as the schedule of payments

may be modified by a special covenant. Payment shall be made on the day the amount becomes due, regardless of whether the Club is "home" or "abroad." If a monthly rate of payment is stipulated above, it shall begin with the commencement of the championship season (or such subsequent date as the Player's services may commence) and end with the termination of the championship season and shall be payable in semi-monthly installments as above provided.

Nothing herein shall interfere with the right of the Club and the Player by special covenant herein to mutually agree upon a method of payment whereby part of the Player's salary for the above year can be deferred to subsequent years. The Club shall be permitted to deduct from the Player's salary only those amounts that are specifically authorized by the Basic Agreement, this contract, any mutually agreed upon special covenant hereto, or a separate authorization signed by the Player. Any special covenant or authorization for a deduction from the Player's salary must state with specificity the particular expense for which the deduction is authorized. All deductions from a Player's salary must be identified on the Player's paystub and, if necessary, a separate document.

If the Player is in the service of the Club for part of the championship season only, he shall receive such proportion of the sum above mentioned, as the number of days of his actual employment in the championship season bears to the number of days in the championship season. Notwithstanding the rate of payment stipulated above, the minimum rate of payment to the Player for each day of service on a Major League Club shall be at the applicable rate set forth in Article VI(A)(1) of the Basic Agreement between the Thirty Major League Clubs and the Major League Baseball Players Association, effective December 12, 2011 ("Basic Agreement"). The minimum rate of payment for Minor League service for all Players (a) signing a second Major League contract (not covering the same season as any such Player's initial Major League contract) or a subsequent Major League contract, or (b) having at least one day of Major League service, shall be at the applicable rate set forth in Article VI(A)(2) of the Basic Agreement. The minimum rate of payment for Minor League service for all Players signing a first Major League contract who are not covered by Article

VI(A)(2) of the Basic Agreement shall be at the applicable rate set forth in Article VI(A)(3) of the Basic Agreement.

Payment to the Player at the rate stipulated above shall be continued throughout any period in which a Player is required to attend a regularly scheduled military encampment of the Reserve of the Armed Forces or of the National Guard during the championship season.

Loyalty

3.(a) The Player agrees to perform his services hereunder diligently and faithfully, to keep himself in first-class physical condition and to obey the Club's training rules, and pledges himself to the American public and to the Club to conform to high standards of personal conduct, fair play and good sportsmanship.

Baseball Promotion

3.(b) In addition to his services in connection with the actual playing of baseball, the Player agrees to cooperate with the Club and participate in any and all reasonable promotional activities of the Club and Major League Baseball, which, in the opinion of the Club, will promote the welfare of the Club or professional baseball, and to observe and comply with all reasonable requirements of the Club respecting conduct and service of its team and its players, at all times whether on or off the field.

Pictures and Public Appearances

3.(c) The Player agrees that his picture may be taken for still photographs, motion pictures or television at such times as the Club may designate and agrees that all rights in such pictures shall belong to the Club and may be used by the Club for publicity purposes in any manner it desires. The Player further agrees that during the playing season he will not make public appearances, participate in radio or television programs or permit his picture to be taken or write or sponsor newspaper or magazine articles or sponsor commercial products without the written consent of the Club, which shall not be withheld except in the reasonable interests of the Club or professional baseball.

PLAYER REPRESENTATIONS

Ability

4.(a) The Player represents and agrees that he has exceptional and unique skill and ability as a baseball player; that his services to be rendered hereunder are of a special, unusual and extraordinary character which gives them peculiar value which cannot be reasonably or adequately compensated for in damages at law, and that the Player's breach of this contract will cause the Club great and irreparable injury and damage. The Player agrees that, in addition to other remedies, the Club shall be entitled to injunctive and other equitable relief to prevent a breach of this contract by the Player, including, among others, the right to enjoin the Player from playing baseball for any other person or organization during the term of his contract.

Condition

4.(b) The Player represents that he has no physical or mental defects known to him and unknown to the appropriate representative of the Club which would prevent or impair performance of his services.

Interest in Club

4.(c) The Player represents that he does not, directly or indirectly, own stock or have any financial interest in the ownership or earnings of any Major League Club, except as hereinafter expressly set forth, and covenants that he will not hereafter, while connected with any Major League Club, acquire or hold any such stock or interest except in accordance with Major League Rule 20(e).

Service

5.(a) The Player agrees that, while under contract, and prior to expiration of the Club's right to renew this contract, he will not play baseball otherwise than for the Club, except that the Player may participate in post-season games under the conditions prescribed in the Major League Rules. Major League Rule 18(b) is set forth herein.

Other Sports

5.(b) The Player and the Club recognize and agree that the Player's participation in certain other sports may impair or destroy his ability and skill as a baseball player. Accordingly, the Player agrees that he will not engage in professional boxing or wrestling; and that, except with the written consent of the Club, he will not engage in skiing, auto racing, motorcycle racing, sky diving, or in any game or exhibition of football, soccer, professional league basketball, ice hockey or other sport involving a substantial risk of personal injury.

Assignment

6.(a) The Player agrees that his contract may be assigned by the Club (and reassigned by any assignee Club) to any other Club in accordance with the Major League Rules. The Club and the Player may, without obtaining special approval, agree by special covenant to limit or eliminate the right of the Club to assign this contract.

Medical Information

6.(b) The Player agrees:

(1) that the Club's physician and any other physician or medical professional consulted by the Player pursuant to Regulation 2 of this contract or Article XIII(D) of the Basic Agreement may furnish to the Club all relevant medical information relating to the Player. Except as permitted by Article XIII(G) of the Basic Agreement, which is incorporated herein by reference, the Club is prohibited from re-disclosing any such information without the express written consent of the Player. The Club's physician shall be the custodian of the medical records furnished to a Club pursuant to this Paragraph 6(b). The Club's trainers shall have access to all such records provided to the Club.

(2) that, should the Club contemplate an assignment of this contract to another Club or Clubs, the Club's physician may furnish to the physicians and officials of such other Club or Clubs all relevant

medical information relating to the Player; provided, however, that said physicians and officials are prohibited from re-disclosing any such information without the express written consent of the Player. In addition, within thirty (30) days from the receipt of the Player's medical information, the physicians and officials of the Club which requested the medical information will return any and all documents received to the Player's Club, and will not keep copies of any documents it received or any other records indicating the substance of the medical information transmitted. If the Player's UPC is assigned before the information is returned in accordance with this subparagraph (2), the assignee Club may retain the information. A Player may, at the time that he is no longer under reserve to the Club or on December 1 of every other year, whichever is earlier, request that the Club notify him of the Clubs to which his medical information was provided pursuant to this Paragraph 6(b)(2).

No Salary Reduction

6.(c) The amount stated in paragraph 2 and in special covenants hereof which is payable to the Player for the period stated in paragraph 1 hereof shall not be diminished by any such assignment, except for failure to report as provided in the next subparagraph (d).

Reporting

6.(d) The Player shall report to the assignee Club promptly (as provided in the Regulations) upon receipt of written notice from the Club of the assignment of this contract. If the Player fails to so report, he shall not be entitled to any payment for the period from the date he receives written notice of assignment until he reports to the assignee Club.

Obligations of Assignor and Assignee Clubs

6.(e) Upon and after such assignment, all rights and obligations of the assignor Club hereunder shall become the rights and obligations of the assignee Club; provided, however, that

(1) The assignee Club shall be liable to the Player for payments accruing from the date of assignment and shall not be liable (but the

assignor Club shall remain liable) for payments accrued prior to and including that date.

(2) If at any time the assignee is a Major League Club, it shall be liable to pay the Player at the full rate stipulated in paragraph 2 hereof for the remainder of the period stated in paragraph 1 hereof and all prior assignors and assignees shall be relieved of liability for any payment for such period.

(3) Unless the assignor and assignee Clubs agree otherwise, if the assignee Club is a Minor League Baseball Club, the assignee Club shall be liable only to pay the Player at the rate usually paid by said assignee Club to other Players of similar skill and ability in its classification and the assignor Club shall be liable to pay the difference for the remainder of the period stated in paragraph 1 hereof between an amount computed at the rate stipulated in paragraph 2 hereof and the amount so payable by the assignee Club.

(4) If performance and/or award bonuses are included as Special Covenants hereunder and an assignment is made during the championship season, the responsibility for such bonuses shall be as follows:

(i) All performance and/or award bonuses earned prior to the assignment shall be the responsibility of the assignor Club;

(ii) The responsibility for any and all performance bonuses earned after the assignment shall be prorated between the assignor and assignee Clubs in proportion to the total number of relevant events attained during the season with each Club involved; and

(iii) The responsibility for any and all award bonuses earned after the assignment shall be the full and exclusive responsibility of the Club for whom the Player was performing services at the end of the championship season. For purposes of this paragraph, an award bonus for election or selection to the All-Star Game shall be deemed to be earned on the day of the announcement of the election or selection, an award bonus for performance over the championship season shall be deemed earned on the last day of the championship season and an award bonus for performance in the post-season shall be deemed earned on the day of the announcement of the award.

Moving Allowances

6.(f) The Player shall be entitled to moving allowances under the circumstances and in the amounts set forth in Articles VII(F) and VIII of the Basic Agreement.

“Club”

6.(g) All references in other paragraphs of this contract to “the Club” shall be deemed to mean and include any assignee of this contract.

TERMINATION

By Player

7.(a) The Player may terminate this contract, upon written notice to the Club, if the Club shall default in the payments to the Player provided for in paragraph 2 hereof or shall fail to perform any other obligation agreed to be performed by the Club hereunder and if the Club shall fail to remedy such default within ten (10) days after the receipt by the Club of written notice of such default. The Player may also terminate this contract as provided in subparagraph (d)(4) of this paragraph 7. (See Article XV(J) of the Basic Agreement.)

By Club

7.(b) The Club may terminate this contract upon written notice to the Player (but only after requesting and obtaining waivers of this contract from all other Major League Clubs) if the Player shall at any time:

- (1) fail, refuse or neglect to conform his personal conduct to the standards of good citizenship and good sportsmanship or to keep himself in first-class physical condition or to obey the Club’s training rules; or
- (2) fail, in the opinion of the Club’s management, to exhibit sufficient skill or competitive ability to qualify or continue as a member of the Club’s team; or
- (3) fail, refuse or neglect to render his services hereunder or in any other manner materially breach this contract.

7.(c) If this contract is terminated by the Club, the Player shall be entitled to termination pay under the circumstances and in the amounts set forth in Article IX of the Basic Agreement. In addition, the Player shall be entitled to receive an amount equal to the reasonable traveling expenses of the Player, including first-class jet air fare and meals en route, to his home city.

Procedure

7.(d) If the Club proposes to terminate this contract in accordance with subparagraph (b) of this paragraph 7, the procedure shall be as follows:

(1) The Club shall request waivers from all other Major League Clubs. Such waivers shall be good for the periods specified in Major League Rule 10. Such waiver request must state that it is for the purpose of terminating this contract and it may not be withdrawn.

(2) Upon receipt of waiver request, any other Major League Club may claim assignment of this contract at a waiver price of \$1.00, the priority of claims to be determined in accordance with the Major League Rules.

(3) If this contract is so claimed, the Club shall, promptly and before any assignment, notify the Player that it had requested waivers for the purpose of terminating this contract and that the contract had been claimed.

(4) Within five (5) days after receipt of notice of such claim, the Player shall be entitled, by written notice to the Club, to terminate this contract on the date of his notice of termination. If the Player fails to so notify the Club, this contract shall be assigned to the claiming Club.

(5) If the contract is not claimed, the Club shall promptly deliver written notice of termination to the Player at the expiration of the waiver period.

7.(e) Upon any termination of this contract by the Player, all obligations of both Parties hereunder shall cease on the date of termination, except the obligation of the Club to pay the Player's compensation to said date.

Regulations

8. The Player accepts as part of this contract the Regulations set forth herein.

Rules

9.(a) The Club and the Player agree to accept, abide by and comply with all provisions of the Major League Constitution, and the Major League Rules, or other rules or regulations in effect on the date of this Uniform Player's Contract, which are not inconsistent with the provisions of this contract or the provisions of any agreement between the Major League Clubs and the Major League Baseball Players Association, provided that the Club, together with the other Major League Clubs and Minor League Baseball, reserves the right to modify, supplement or repeal any provision of said Constitution, Major League Rules or other rules and regulations in a manner not inconsistent with this contract or the provisions of any then existing agreement between the Major League Clubs and the Major League Baseball Players Association.

Disputes

9.(b) All disputes between the Player and the Club which are covered by the Grievance Procedure as set forth in the Basic Agreement shall be resolved in accordance with such Grievance Procedure.

Publication

9.(c) The Club, the Senior Vice President, Standards and On-Field Operations and the Commissioner, or any of them, may make public the findings, decision and record of any inquiry, investigation or hearing held or conducted, including in such record all evidence or information given, received, or obtained in connection therewith.

Renewal

10.(a) Unless the Player has exercised his right to become a free agent as set forth in the Basic Agreement, the Club may retain reservation rights over the Player by instructing the Office of the Commissioner to

tender to the Player a contract for the term of the next year by including the Player on the Central Tender Letter that the Office of the Commissioner submits to the Players Association on or before December 2 (or, if December 2 is a Saturday or Sunday, then on or before the preceding business day) in the year of the last playing season covered by this contract. (See Article XX(A) of and Attachments 9 and 12 to the Basic Agreement.) If prior to the March 1 next succeeding said December 2, the Player and the Club have not agreed upon the terms of such contract, then on or before ten (10) days after said March 1, the Club shall have the right by written notice to the Player at his address following his signature hereto, or if none be given, then at his last address of record with the Club, to renew this contract for the period of one year on the same terms, except that the amount payable to the Player shall be such as the Club shall fix in said notice; provided, however, that said amount, if fixed by a Major League Club, shall be in an amount payable at a rate not less than as specified in Article VI, Section B, of the Basic Agreement. Subject to the Player's rights as set forth in the Basic Agreement, the Club may renew this contract from year to year.

10.(b) The Club's right to renew this contract, as provided in subparagraph (a) of this paragraph 10, and the promise of the Player not to play otherwise than with the Club have been taken into consideration in determining the amount payable under paragraph 2 hereof.

Governmental Regulation-National Emergency

11. This contract is subject to federal or state legislation, regulations, executive or other official orders or other governmental action, now or hereafter in effect respecting military, naval, air or other governmental service, which may directly or indirectly affect the Player, Club or the League and subject also to the right of the Commissioner to suspend the operation of this contract during any national emergency during which Major League Baseball is not played.

Commissioner

12. The term "Commissioner" wherever used in this contract shall be deemed to mean the Commissioner designated under the Major League Constitution, or in the case of a vacancy in the office of Commissioner,

the Executive Council or such other body or person or persons as shall be designated in the Major League Constitution to exercise the powers and duties of the Commissioner during such vacancy.

Supplemental Agreements

The Club and the Player covenant that this contract, the Basic Agreement, the Agreement Re Major League Baseball Players Benefit Plan effective April 1, 2012 and Major League Baseball's Joint Drug Prevention and Treatment Program and applicable supplements thereto fully set forth all understandings and agreements between them, and agree that no other understandings or agreements, whether heretofore or hereafter made, shall be valid, recognizable, or of any effect whatsoever, unless expressly set forth in a new or supplemental contract executed by the Player and the Club (acting by its President or such other officer as shall have been thereunto duly authorized by the President or Board of Directors as evidenced by a certificate filed of record with the Commissioner) and complying with the Major League Rules.

Special Covenants

Approval

This contract or any supplement hereto shall not be valid or effective unless and until approved by the Commissioner.

Signed in duplicate this _____ day of _____, A.D. _____

(Player) _____
(Club)

(Home address of Player) By _____
(Authorized Signature)

Approved _____, _____

Commissioner

REGULATIONS

1. The Club's playing season for each year covered by this contract and all renewals hereof shall be as fixed by the Office of the Commissioner.
2. The Player, when requested by the Club, must submit to a complete physical examination at the expense of the Club, and if necessary to treatment by a physician, dentist, certified athletic trainer or other medical professional in good standing. Upon refusal of the Player to submit to a complete medical or dental examination, the Club may consider such refusal a violation of this regulation and may take such action as it deems advisable under Regulation 5 of this contract. Disability directly resulting from injury sustained in the course and within the scope of his employment under this contract shall not impair the right of the Player to receive his full salary for the period of such disability or for the season in which the injury was sustained (whichever period is shorter), together with the reasonable medical and hospital expenses incurred by reason of the injury and during the term of this contract or for a period of up to two years from the date of initial treatment for such injury, whichever period is longer, but only upon the express prerequisite conditions that (a) written notice of such injury, including the time, place, cause and nature of the injury, is served upon and received by the Club within twenty days of the sustaining of said injury and (b) the Club shall have the right to designate the health care facilities, physicians, dentists, certified athletic trainers or other medical professionals furnishing such medical and hospital services. Failure to give such notice shall not impair the rights of the Player, as herein set forth, if the Club has actual knowledge of such injury. All workmen's compensation payments received by the Player as compensation for loss of income for a specific period during which the Club is paying him in full, shall be paid over by the Player to the Club. Any other disability may be ground for suspending or terminating this contract.
3. The Club will furnish the Player with two complete uniforms, exclusive of shoes, unless the Club requires the Player to wear non-standard shoes in which case the Club will furnish the shoes. The uniforms will be surrendered by the Player to the Club at the end of the season or upon termination of this contract.

4. The Player shall be entitled to expense allowances under the circumstances and in the amounts set forth in Article VII of the Basic Agreement.
5. For violation by the Player of any regulation or other provision of this contract, the Club may impose a reasonable fine and deduct the amount thereof from the Player's salary or may suspend the Player without salary for a reasonable period or both. Written notice of the fine or suspension or both and the reason thereof shall in every case be given to the Player and the Players Association. (See Article XII of the Basic Agreement.)
6. In order to enable the Player to fit himself for his duties under this contract, the Club may require the Player to report for practice at such places as the Club may designate and to participate in such exhibition contests as may be arranged by the Club, without any other compensation than that herein elsewhere provided, for a period beginning not earlier than thirty-three (33) days prior to the start of the championship season; provided, however, that the Club may invite players to report at an earlier date on a voluntary basis in accordance with Article XIV of the Basic Agreement. The Club will pay the necessary traveling expenses, including the first-class jet air fare and meals en route of the Player from his home city to the training place of the Club, whether he be ordered to go there directly or by way of the home city of the Club. In the event of the failure of the Player to report for practice or to participate in the exhibition games, as required and provided for, he shall be required to get into playing condition to the satisfaction of the Club's team manager, and at the Player's own expense, before his salary shall commence.
7. In case of assignment of this contract, the Player shall report promptly to the assignee Club within 72 hours from the date he receives written notice from the Club of such assignment.
8. Upon signing this contract, the Player shall execute the enclosed Life Insurance Notice and Consent Form in connection with the Club's participation in the League-wide Player Life Insurance Program.

Post-Season Exhibition Games. Major League Rule 18(b) provides:

- (b) EXHIBITION GAMES. No player shall participate in any exhibition game during the period between the close of the Major

League championship season and the following training season, except that, with the consent of the player's Club and permission of the Commissioner, a player may participate in exhibition games for a period of not less than 30 days, such period to be designated annually by the Commissioner. Players who participate in barnstorming during this period cannot engage in any Winter League activities.

Player conduct, on and off the field, in connection with such post-season exhibition games shall be subject to the discipline of the Commissioner. The Commissioner shall not approve of more than three players of any one Club on the same team. The Commissioner shall not approve of more than three players from the joint membership of the World Series participants playing in the same game.

No player shall participate in any exhibition game with or against any team which, during the current season or within one year, has had any ineligible player or which is or has been during the current season or within one year, managed and controlled by an ineligible player or by any person who has listed an ineligible player under an assumed name or who otherwise has violated, or attempted to violate, any exhibition game contract; or with or against any team which, during said season or within one year, has played against teams containing such ineligible players, or so managed or controlled. Any player who participates in such a game in violation of this Rule 18 shall be fined not less than \$50 nor more than \$500, except that in no event shall such fine be less than the consideration received by such player for participating in such game.

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REVISED AS OF DECEMBER 2011

LIFE INSURANCE NOTICE AND CONSENT FORM

1. Your Club intends to insure your life under a life insurance policy (the "Policy"). The purpose of the Policy is to offset amounts that the Club may pay under your Uniform Player's Contract ("Player Contract") in the event of your death.
2. The maximum amount of life insurance coverage for which you may be insured at the time the Policy is issued will be equal to the sum of:
 - The Major League salary provided under your Player Contract, up to one million dollars (\$1,000,000) and (if applicable)
 - 75% of the amount by which the Major League salary provided under your Player Contract exceeds one million dollars (\$1,000,000.00).

In no event will the amount for which your life is insured under the Policy ever exceed a maximum limit of thirty million dollars (\$30,000,000.00). The amount of coverage that your Club purchases under the Policy may be reduced under certain circumstances in order to reflect (if applicable) other insurance coverage on your life. The amount of insurance coverage that your Club purchases under the Policy will decrease over time as the amount owed under your Player Contract is paid to you.

3. Your Club may purchase insurance coverage on you under the Policy before you and your Club sign your Player Contract. Your Club will do so only when and if there is an agreement in principle with you as to the terms of your Player Contract and such terms have been reported to, and confirmed by, the Office of the Commissioner of Baseball and the Major League Baseball Players Association.
4. The Policy and this consent form will be valid for the length of your Player Contract. Each time you enter into a new or revised Player Contract, a new Policy will be purchased and you will be asked to sign a new consent form.
5. Your Club will be the sole beneficiary of any life insurance proceeds payable under the Policy in the event of your death.

Consent of Employee for Life Insurance Coverage

By signing below, I agree to, consent to, and understand the following:

A. I may be insured under the Policy up to a maximum face amount equal to the sum of:

- The Major League salary provided under my Player Contract, up to one million dollars (\$1,000,000), and (if applicable)
- 75% of the amount by which the Major League salary provided under my Player Contract exceeds one million dollars (\$1,000,000.00).

B. The amount for which my life is insured under the Policy will never exceed a maximum limit of thirty million dollars (\$30,000,000.00). The amount of coverage may be reduced under certain circumstances in order to reflect (if applicable) other insurance coverage on my life. The amount of insurance coverage will decrease over time as the amount owed under my Player Contract is paid to me.

C. My Club (or a Trust established by my Club and other Major League Baseball clubs) will be the owner of the Policy. My Club will be the beneficiary of the Policy.

D. Neither my heirs nor I will receive any rights or benefits, including the payment of a death benefit, under the Policy. The death benefit under the Policy will be payable to my Club. This consent has no effect on any other life insurance policies I hold or that any other person holds on my life.

Proposed Insured (please complete)

Name (First, Middle Initial, Last): _____

Date of Birth: _____

(Home address: street/city/state/zip)

Signature of Insured

Print Name of Insured

Date

Appendix A

RULES OF PROCEDURE

Grievance Arbitration Hearings Before The Arbitration Panel

1. Granting of Hearings.

Hearings will be granted in all cases properly appealed to the Arbitration Panel unless the Parties by mutual agreement request a finding of facts and a decision based upon briefs submitted.

2. Attendance at Hearings.

Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitration Panel shall have the power to require the retirement of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the Arbitration Panel to determine the propriety of the attendance of any other persons.

3. Conduct of Hearings.

Hearings will be conducted in an informal manner. The arbitration hearing shall be regarded as a cooperative endeavor to review and secure the facts which will enable the Arbitration Panel to make just decisions. The procedure to be followed in the hearing will be in conformity with this intent.

4. Representation of Parties.

A Player or Players may be accompanied by a representative of the Players Association who may participate in the hearing and represent the Player or Players. Any other Party may be accompanied by a representative who may participate in the hearing and represent such Party.

5. Adjournments.

The Arbitration Panel for good cause shown may adjourn the hearing upon the request of a Party or upon its own initiative, and shall

adjourn when all the Parties agree thereto, provided that no adjournment hereunder shall exceed 10 days unless all Parties so agree.

6. Order of Proceedings.

The Arbitration Panel may, in its discretion, vary the normal procedure under which the initiating Party first presents his claim, but in any case shall afford full and equal opportunity to all Parties for presentation of relevant proofs.

7. Arbitration in the Absence of a Party.

The arbitration may proceed in the absence of any Party who, after due notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of a Party. The Arbitration Panel shall require the other Party to submit such evidence as it may require for the making of an award.

8. Evidence.

The Parties may offer such evidence as they desire and shall produce such additional evidence as the Panel Chair may deem necessary to an understanding and determination of the dispute. The Panel Chair shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all of the Parties except where any of the Parties is absent in default or has waived his right to be present.

9. Testimony.

All testimony shall be taken under oath or by affirmation. All witnesses whose testimony shall be introduced as evidence at the hearing shall be made available for cross-examination by the other Party. The Arbitration Panel may receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as it deems proper after consideration of any objections made to its admission.

10. Stenographic Record.

The Arbitration Panel will make the necessary arrangements for the taking of an official stenographic record of the testimony whenever such a record is deemed necessary by it or it is requested by either Party. The cost of such record shall be borne equally by the parties unless, at the opening of the hearing, both the Panel Chair and the other Party indicate their desire not to receive a copy of the transcribed record, in which case the entire cost shall be borne by the requesting Party.

11. Closing of Hearings.

The Panel Chair shall inquire of all Parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Panel Chair shall declare the hearings closed and a minute thereof shall be recorded. If briefs or other documents are to be filed, the hearings shall be declared closed as of the final filing date set by the Panel Chair.

12. Reopening of Hearings.

At any time before the award is made the hearings may be reopened by the Arbitration Panel on its own motion, or on the motion of either Party for good cause shown.

13. Issuance of Decision.

Two signed copies of the Arbitration Panel's written decision will be provided to each Party.

14. Settlement by the Parties.

When cases appealed to the Arbitration Panel are thereafter settled by agreement between the Parties, either prior to or after the arbitration hearing, the Arbitration Panel shall be so notified promptly by the Party which appealed the case. The Arbitration Panel shall thereupon treat the case as closed, and shall have no obligation to render a decision or further process the Grievance.

15. Expenses.

The expenses of witnesses, counsel and the like for either side shall be paid by the Party producing such persons.

16. Communication with the Panel Chair.

Copies of all written communications sent by a Party to the Panel Chair in connection with arbitration cases shall immediately be made available to the other Party. There shall be no oral communication by a Party with the Panel Chair in connection with arbitration cases unless the other Party or his representative is present.

17. Commissioner and Article XI(C) Hearings.

These Rules of Procedure shall also apply to hearings conducted by the Commissioner pursuant to Article XI(A)(1)(b), or by the Commissioner or the Executive Vice President, Administration pursuant to Article XI(C).